AMENDED AGENDA
JULY 28, 2015

NOTICE OF SPECIAL 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 Special City Council meeting at 6:30 p.m. Wednesday, July 29, 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, 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 ESPECIAL

De acuerdo a la Seccion 38-431.01 de los Estatutos Revisados del estado de Arizona, se le informa a los Miembros del Cabildo y al publico en general que el Alcalde y el Concilio de San Luis, Arizona tendran una Junta Especial a las 6:30 p.m. el dia Miercoles, Julio 29 del 2015. La junta se llevara a cabo en la Sala del Concilio, ubicada en el 1090 East Union Street, San Luis, Arizona, 85349. El publico esta cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Seccion 504 del Acta de Rehabilitacion del 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admision y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para mas informacion referente a derechos y provisiones del Acta de Americanos con Discapacidades o Seccion 504, o para solicitar adaptaciones qua sean razonables para la participacion en programas, actividades o servicios de la ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Seccion 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 subdivision polltica 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 grabacion, o tomar accion personal para asegurarse que su hijo/hija menor no este presente cuando la grabacion se lleve a cabo. Si un menor de edad esta presente en el momento de la grabacion, la Ciudad asumira que los padres de familia estan cediendo los derechos sobre una posible grabacion de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA
JULY 28, 2015

AGENDA
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
July 29, 2015
6:30 P.M.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PRESENTATIONS

4. A. Introduction/Presentation of new City of San Luis hires. **(Tadeo A. De La Hoya, Assistant to the City Manager)**

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

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, Police Officer)**

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

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

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**
Work Session held June 4, 2015
Regular Council meeting held 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)

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 Sewermain and Roadway Improvements Project (CDBG Contract #132-15). **(Jenny Torres, Community Development Director)**

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, Community Development Director)**

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

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, Acting Chief of Police)**

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, Acting Chief of Police)**

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, City Attorney)**

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

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, Assistant City Attorney)**

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

7. SUMMARY OF CURRENT EVENTS

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

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. EXECUTIVE SESSION(S)

Vote to hold Executive Session(s) pursuant to A.R.S. §§38-431.03.A.1, 38-431.03.A.3, 38-431.03.A.4, and 38-431.03.A.7

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, City Attorney)**

9. B. Discussion and possible action to hold an executive session pursuant to A.R.S. Sections 38-431.01.A.1 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, City Attorney)**

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 a landfill. **(Glenn Gimbut, City Attorney)**

10. MOTION TO GO BACK TO REGULAR SESSION

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, City Manager)**

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, City Attorney)**

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, City Attorney)**

11. ADJOURNMENT

Special City Council Meeting **4. A.**

Meeting Date: 07/29/2015

Summary

Introduction/Presentation of new City of San Luis hires. **(Tadeo A. De La Hoya, Assistant to the City Manager)**

PRESENTATION

Special City Council Meeting **4. B.**

Meeting Date: 07/29/2015

Presentation Topic/Summary:

Presentation and recognition of employees by the Employee Recognition and Awards Program for their outstanding work and years of service with the City of San Luis. **(Shanell Hernandez, Communications Officer)**

Attachments

ERAP Presentation 7/29/2015

2nd Quarter ERAP Award Recipients

Customer Service Award – Derek Duenas, IT Department
Achievement Award – Dania Castillo, Community Development
Award of Excellence – C Squad: Alfredo Campa, Alan Guevara Jose Vasquez, Jose Carrillo, and Oscar Ruiz, Police Department
Employee of the Quarter – Maria Sabori, Human Resources

Years of Service Award

15 Years

- Gilberto Torres, WasteWater Department
- Alejandro Rodriguez, Public Works
- Jesus Galvan, Public Works
- Jesus Luna, Senior Center
- Isidro Lopez, Fire Department

PRESENTATION

Special City Council Meeting **4. C.**

Meeting Date: 07/29/2015

Presentation Topic/Summary:

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, Police Officer)**

PRESENTATION

Special City Council Meeting **4. D.**

Meeting Date: 07/29/2015

Presentation Topic/Summary:

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

Attachments

PPEP, Inc. 7/22/2015

Sonia Cornelio

From: Leticia Beltran <LBeltran@ppep.org>
Sent: Friday, July 10, 2015 10:48 AM
To: Sonia Cornelio
Subject: RE: PPEP Presentation
Attachments: 1st part of trifold flyer.pdf; 2nd part of trifold flyer.pdf

Hi!

Sonia, with the fiscal year ending hassle, it was hard to get back to you on this. Our presenters will be Aracely Escalante and Diana Sandoval.
Presentation will be about the different PPEP, Inc programs such as Housing mortgage and rental assistance, Youthbuild where young people can obtain GED and construction experience, Charter /highschool,and last but not least Employment and Training which is a program specially designed for farworkers and their dependents to help then either attain vocational training and /or job search assistance out of agriculture. We will be distributing flyers.
Please include us in the agenda.

Thank you so much!

PPEP, Inc.'s Employment and Training Program for Migrant and Seasonal Farm Workers

PPEP, Inc. has been the sole Arizona grantee of US Dept. of Labor's Workforce Investment Act, Section 167, National Farmworker Jobs Program, since 1983.

Services are provided FREE to farm workers and their dependents who:

- **Are Legal Aliens or US Citizens & can show proof of residency**
- **Have a Wage-earner, who worked 25 days or earned $800 or more from farm work within the past 24 months (proof of income required, but not that of legal status)**
- **Meet low income guidelines**
- **If male, are registered with Selective Service (if born after December 31, 1959)**

PPEP, Inc. is an Equal Opportunity Employer and its programs are Equal Opportunity, as well. All persons may participate & receive program benefits regardless of national origin, handicap, race, color, religion, sex or age, providing they meet the qualifications for WIA 167 services. Please alert program staff to any accommodations required.

This program is funded by a grant from the US Department of Labor.

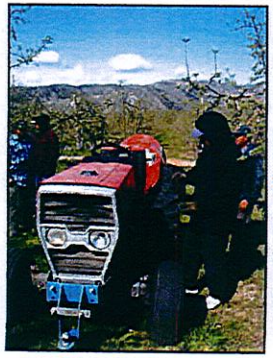
Services Include:

Vocational Assessment—Assistance in finding out what career is right for you.

Vocational Training – Job-skills training that ends in a certificate, including Commercial Driving (Class A &/or B), or occupations in the medical field or any other growth industry, through public & private training-providers.

On-the-Job Training (OJT) – Specific job skill training, provided on the worksite by the employer, who receives a salary reimbursement from PPEP, Inc.

Work Experience program (WEP) – Short-term work experience for workers who are new to the world of work, where PPEP, Inc. pays the wages.



Agricultural Upgrade: For those who wish to remain in the agricultural industry, an upgrade of skills, resulting in a higher salary, & more hours worked in year-round employment.

Job Search Assistance: Assistance in finding openings, filling out applications, designing resumes and preparing for interviews. Interview clothing purchased.

Educational Services – GED or High School Equivalency, High School Diplomas, English as a Second Language & Adult Basic Education, including primary & secondary certificates from INEA through PPEP's Plaza Communitarias.

Apprenticeships – in any growing trade.

Supportive Services – Assistance while in training, such as food, gas and other training-related expenses, on an as-needed basis; relocation assistance.

Career Advancement — It's not over when you land a job. Assistance provided in increasing your income, earning a promotion, getting benefits and/or finding the job you really love!

Emergency Assistance - to help with food and other basic needs when a crisis occurs.

Micro Loans - Small business loans are available to eligible individuals who are self-employed.

Other PPEP, Inc. Services

ENCOMPASS – an integrated service for people with developmental disabilities, assisting them in moving towards economic and social self-sufficiency.

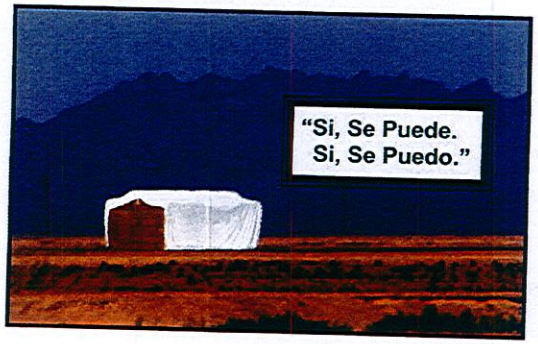
PMHDC – financial services, including micro loans and technical assistance for small business owners, economic development activities.

Housing – Self-Help Home-Ownership, Down Payment Assistance, Owner-Occupied Home Repair programs & assisting rural communities in building infrastructure, such as water and sewer improvements.

PPEP Tec High Schools – charter schools, providing a computer-based curriculum, aligned with the Arizona Academic Standards, plus individualized attention.

Human Services – Emergency & Disaster Assistance; Food, Clothing and Rental Assistance; Emergency Utilities Assistance; Crisis Intervention Counseling; Services to the Elderly; and Information and Referral, funded by Pima County.

Counseling—Behavioral Health counseling, provided for residents of the greater Tucson area, with an emphasis on Anger Management and DUI issues.



1-800-376-3553

Website: www.ppep.org

PPEP, Inc. Offices:

Cochise County
1122 G Avenue, Douglas 85607
Phone: 520-805-1946
Fax: 520-805-0143

158 W. Maley, Wilcox 85643
Phone: 520-384-2077/520-366-2707 (cell)
Fax: 520-384-2166

Maricopa County
West Valley Career Center,1840 N. 95th Avenue, Suite 160, Phoenix, AZ 85037
Phone: 602-372-4496/602-710-0919 (cell)
Fax: 602-372-4290

Pinal County
Gila/Pinal Workforce Investment Area
1015 E. Florence Blvd., Ste. A-100
Casa Grande, AZ 85222
Phone: 520-374-3090/520-591-1569 (cell)
Fax: 520-374-3088

Pima County
802 E. 46th Street, Tucson, AZ 85713
Phone: 520-622-3553 or 800-376-3553
Fax: 520-622-1480

Santa Cruz County
c/o Santa Cruz Co. One-Stop, Nogales, AZ 85621
Phone: 520-237-1862 (cell)

Yuma County
731 N. First Ave., San Luis 85349
Phone: 928-627-3203
Fax: 928-627-8637

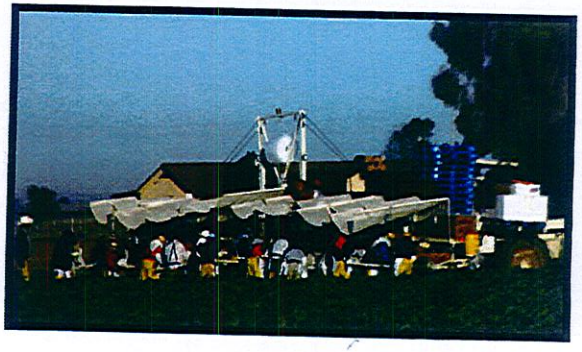
201 N. Bingham Ave., Ste. 6 & 7, Somerton 85350
Phone: 928-627-7665
Fax: 928-627-7006

YPIC, 3826 W. 16th St., Yuma 85364
Phone: 928-329-0990 Ext. 105
Fax: 928-783-1825

As of 7/12/12

PPEP, Inc.

"Dedicated to improving the quality of rural life in Arizona."



Farmworker JOBS Program

An Employment & Training Program for Seasonal & Migrant Farm Workers In Arizona

A program to help you find a job, a better job, or a career (in or out of agriculture).

Special City Council Meeting **4. E.**

Meeting Date: 07/29/2015

Summary

Recognition of Building Safety Department personnel. **(Robert Eads, City Manager)**

Attachments

certificate

e-mail

e-mail_2

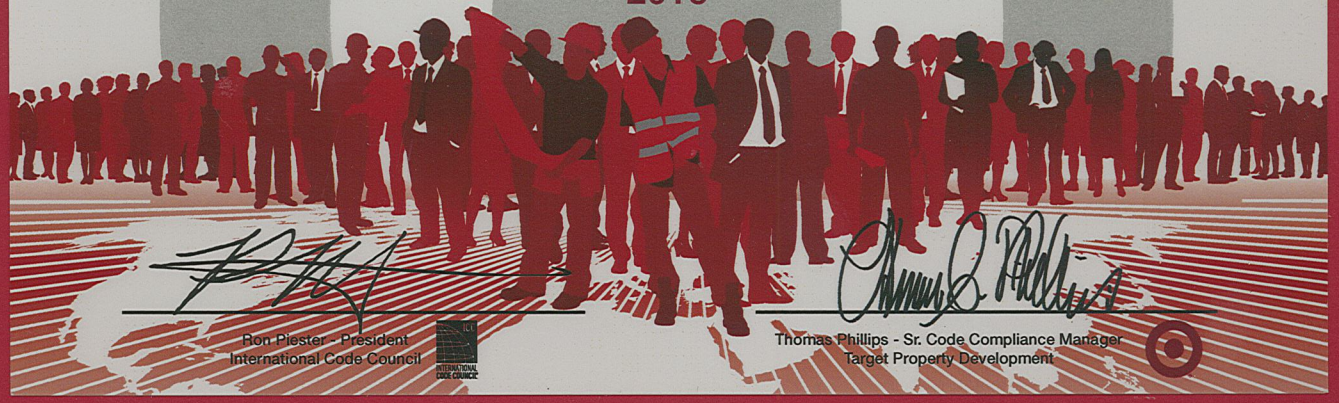
Certificate of Achievement

Is hereby presented to:

City of San Luis

Congratulations on receiving the Get Certified Award!
Becoming ICC certified means professionals have demonstrated their code knowledge and skills, as well as their ability to apply those skills on the job. Departments with 100% ICC-certified staff demonstrate their commitment to protecting the public health, safety, and welfare of the people who live and work in their community. This achievement also recognizes your commitment to excellence in the industry and advancing your career through education. Congratulations again for being recognized for your superior efforts. Together we will Build the Best Communities Ever!

2015



Ron Piester - President
International Code Council

Thomas Phillips - Sr. Code Compliance Manager
Target Property Development

Tadeo A. DeLaHoya

From: Tadeo A. DeLaHoya
Sent: Monday, July 20, 2015 5:07 PM
To: Tadeo A. DeLaHoya
Subject: FW: Building Safety Division - Certificate of Achievement
Attachments: Congratulations on 100% Staff Certification

-----Original Message-----
From: Martha Jimenez
Sent: Monday, July 06, 2015 3:37 PM
To: Geraldine Gutierrez <gegutierrez@cityofsanluis.org>; John Starkey <JStarkey@cityofsanluis.org>
Cc: Eulogio Vera <evera@cityofsanluis.org>; Tadeo A. DeLaHoya <tdelahoya@cityofsanluis.org>; Robert Eads <REads@cityofsanluis.org>
Subject: RE: Building Safety Division - Certificate of Achievement

Attached is the email that our department received from ICC (International Code Council).
Our department consists of the following certifications from ICC:

John Starkey, Building Safety Director – Certified Commercial Building Inspector
Joaquin Campa, Building Plans Examiner – Certified Residential Building Inspector, Commercial Building Inspector, and Building Plans Examiner
Martha Jimenez, Permit Technician – Certified Permit Technician and Residential Building Inspector

Let me know if you need additional information.

Martha R. Jimenez
Building Permit Technician
Building Safety Division
City of San Luis
Direct Line: (928) 341-8567
Office: (928) 341-8565
Fax: (928) 341-8599
http://www.cityofsanluis.org/

Tadeo A. DeLaHoya

From: Michelle Porter <mporter@iccsafe.org>
Sent: Wednesday, March 25, 2015 3:26 PM
To: Martha Jimenez
Subject: Congratulations on 100% Staff Certification

Dear Martha,

Congratulations! Your technical staff members are 100% certified by ICC. Reaching 100% staff certification is quite an accomplishment. Though your department is not eligible for the drawing, ICC and Target want to recognize and commend your staff's achievement. You may download an e-badge to post on your department's website and a sample press release highlighting your staff's commitment to safety. Don't forget to send a photo of your department, which we can post with your department listing on the 100% ICC Certified Staff page (updates made monthly).

Target will mail a personalized certificate to the address on file for your department with ICC within five to seven weeks. (If you have recently changed your mailing address, please call 888-ICC-SAFE [888-422-7233] or email carecenter@iccsafe.org.)

New for 2015 – all newly certified departments that have participated since 2013 will be entered to win a grand prize, awarded by population category, to be announced at the 2015 ICC Annual Conference in Long Beach, CA on September 27.

If you have any questions about the program, please view the FAQs and Official Rules. Congratulations again on your staff's accomplishment, and good luck!

Sincerely,
Michelle Porter and the ICC Certification and Testing Department

International Code Council
Birmingham District Office
900 Montclair Road
Birmingham, AL 35213-1206
888-ICC-SAFE (422-7233), x5524 Phone
205-599-9884 Fax
www.iccsafe.org

***Register now* for the International Code Council's 2015 Committee Action Hearings, April 19 – 30 in Memphis. Your participation will help ensure the next generation of I-Codes benefit building and public safety. Registration is free.**

Special City Council Meeting **5. A.**

Meeting Date: 07/29/2015

Summary

Minutes of
Work Session held June 4, 2015
Regular Council meeting held June 10, 2015

Attachments

Minutes WS 6-4-2015

Minutes RM 6-10-2015

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chamber
1090 E. Union Street
June 4, 2015
6:30 p.m.

CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:34 p.m.

ROLL CALL

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

OTHERS PRESENT:
Robert Eads, City Manager
Sonia Cornelio, City Clerk
Tadeo A. De La Hoya, Assistant to the City Manager
Glenn Gimbut, City Attorney
Daniel Paz, IT Director
Geraldine Gutierrez, PIO/Assistant to Council
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Yolanda Dueñas, Fleet/Facilities Office Manager
Aracely De La Hoya, Senior Services Director
Victor Figueroa, Acting Chief of Police
Hank Green, Fire Chief
Chris Kasid, Parks & Recreation Director
Kay Macuil, Assistant City Attorney
Diane Umphress, Amberly's Place
Carlos Cortes, Assistant Finance Director
Angelica Cifuentes, Procurement & Budget Compliance
Eulogio Vera, Public Works Director
Olivia Jenkins, Utilities Director
Jennifer Cisneros, Assistant Parks & Recreation Director

DISCUSSION ITEM:

1. Discussion and review on any and all matters regarding the proposed City Council Departmental Budget for Fiscal Year 2015-2016.

Ms. Geraldine Gutierrez, Assistant to Mayor and Council, mentioned to the Mayor and Council that this meeting is to discuss Council's Budget for Fiscal Year 2015-2016.

Ms. Angelica Cifuentes, Budget and Procurement Officer, informed that every fiscal year Council provides allocation of funds to non-profit agencies and corporations to allow them to provide services to the community. Ms. Cifuentes informed that this year there are other agencies requesting funding from the City, one of them is Mr. Antonio Carrillo requesting funds for the Blazing Desert Comic Con and the other will be the Gadsden School Marching Band as this will be consider a civic contribution.

After reviewing the listing of contractual services for fiscal year 2014-2015. There were questions, answers and discussion amongst the Mayor, Council Member and Staff. Council will be making changes as follows:

Contractual Services	**Funding**
Lobbyist	$25,000.00
Greater Yuma Economic Dev. Corporation	$32,500.00
Greater Yuma Port Authority	$50,000.00
Humane Society of Yuma	$95,000.00
PPEP (Youth Build)	$26,000.00
Yuma Metropolitan Planning Organization	$11,800.00
Yuma County Area Transportation	$70,600.00
Newspaper Publications	$24,400.00
JCG Technologies	$5,000.00
Amberly's Place	$39,000.00

Council Sponsorships/Pledges	**Funding**
Yuma Community Food Bank	$10,000.00
Freedom Newspapers of SW AZ	$650.00
Civic Donations	$22,000.00
Comic Con	$1,000.00
Gadsden Marching Band	$15,000.00
Gethsemani Food Ministry	$3,000.00

Dues & Subscriptions	**Funding**
Arizona Mexico Commission	$2,500.00
Border Trade Alliance	$9,000.00
Arizona Leagues of Cities and Towns	$19,700.00
NALEO	$400.00
National League of Cities & Towns	$1,500.00

Yuma County Chamber	$600.00
San Luis Chamber of Commerce	$1,000.00
The Sun	$150.00

2. Adjournment

MOTION: Council Member M. Buchanan Jr./Council Member A. Luna-Carrasco to adjourn the meeting at approximately 8:08 p.m. Motion passed unanimously.

M I N U T E S
Regular Meeting
San Luis City Council
San Luis Council Chamber
1090 E. Union Street
June 10, 2015
7:00 p.m.

CALL TO ORDER Mayor G. Sanchez called the Regular City Council meeting to order at approximately7:02 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
Sonia Cornelio, City Clerk
Angelica Cifuentes, Budget and Procurement
Aracely DeL Hoya, Senior Services Director
Chris Kasid, Parks & Recreation Director
Carlos Cortes, Assistant Finance Director
Daniel Paz, I.T. Director
Eulogio Vera, Public Works Director
Geraldine Gutierrez, Asst. to Council/PIO
Glenn Gimbut, City Attorney
Hank Green, Fire Chief
Jenny Torres, Community Development Director
John Starkey, Building Safety Director
Jose Guzman, Assistant Planner
Kay Macuil, Assistant City Attorney
Ketie St. Louis, Finance Director
Olivia Jenkins, Utilities Director
Rosendo Morales, Court Magistrate
Victor Figueroa, Acting Chief of Police
Yolanda Dueñas, Fleet Services/Facilities
Francisca Guzman, Meeting Translator
Marcos Ramirez, San Luis Chamber of Commerce
Charlene Fitzgerald, Yuma Metropolitan Planning Organization
Diane Umphress, Amberly's Place

Pamela Green, Visitor
Alfredo Campa, San Luis Police Sergeant
Luis Cabrera, Resident

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member M. Buchanan Jr.

INVOCATION

The invocation was made by Mr. Hank Green, Fire Chief

CONSENT AGENDA

Minutes of:

- Special Council meeting held April 30, 2015
- Work Session held May 6, 2015

DISBURSEMENTS from May 18, 2015 to May 29, 2015
Total disbursements $789,366.03
(Seven-Hundred, Eighty-Nine Thousand, Three-Hundred, Sixty-Six Dollars and Three Cents)

MOTION: Council Member A. Luna-Carrasco/ Council Member G. Torres to approve Consent Agenda as presented. Motion passed unanimously.

DISCUSSION AND POSSIBLE ACTION ITEMS:

5.1. Discussion and possible action on any and all matters regarding authorization of payment to Sun City Development, Inc., doing business as New Star Electric and/or SC Development, Juan Barajas Evangelista, qualifying party, for construction work performed at the Municipal Court. (Glenn Gimbut)

Mr. Glenn Gimbut, City Attorney, explained that the San Luis Municipal Court had ordered and authorized construction work at the Court with Sun City Development, Inc. without following the procedures of the City Code. While work was performed by good rate by Sun City Development and the City received the benefit, the invoices that have been submitted appear to be in excess of $21,000.00. Court staff are recommending the situation to be resolved as a settlement as possible claim for the sum of $19,000.00. The total is over $22,000.00 but because State laws says one must go into bid after $20,000.00 under Title 24 staff see no reason to pay a sum greater than $19,000.00. Mr. Gimbut added that according to Ms. Angelica Cifuentes, Budget and Procurement, no purchase orders were issued before work began; no request was made to Administration to approve a contract or issue a purchase order to authorize the beginning of the project. As a result, the first notice Administration received was when invoices were presented resulting in Ms. Cifuentes flagging the invoices because she

was concerned about the lack of the purchase order and the fact that multiple items arrived with no apparent fitting.

Mr. Rosendo Morales, Court Magistrate, stated that an aggregate number of the projects were done. The first project that was done was the remodeling of the Court's existing rooms into a temporary court room. This invoice required over $5,000.00 bid. Soon after that remodel, an electrical hazard occurred when the prior bench was removed in the interest of safety; Mr. Morales contacted the first available person who was able to respond immediately from some of the invoices they had received. Overall there was remodeling in the probation department, the temporary court room, the court room, and some work in Mr. Morales' office, which consisted mainly of lightening. There was no structural movement of any walls. These remodelings started October of last Fiscal Year, the invoices were submitted months later and there are still more coming in from finishing touches that need to be paid such as carpeting. All the contractors being used are licensed and in good timing. Council Member A. Luna-Carrasco suggested that this item be moved for an Executive Session for further discussion.

MOTION: Council Member A. Luna-Carrasco/ Council Member M. Buchanan Jr. to move the item to an Executive Session for the next scheduled meeting. Motion passed unanimously.

5.2. Discussion and possible action on any and all matters regarding approval of the Lighting and Retention Basin Assessment Districts Budget for the 2015-2016 Fiscal Year. (Carlos Cortes)

Mr. Carlos Cortes, Assistant Finance Director, explained that the Assessment is performed to provide street lighting services and maintenance and management of the Retention Basins. Mayor G. Sanchez commented that Bienestar 9A and 9B are the highest improving districts being charged Mr. Cortes explained that both areas have 8.15 acres of Retention Basin. The amount of the project is close to the ones presented the previous fiscal years, with the addition of the on calls for the water department. Mayor G. Sanchez asked if there were any future developments that would help with it, wanting to make sure all districts are counted for and all developments are paying their dues.

Mr. Eulogio Vera, Public Works Director, informed the Mayor and Council that no future developments are planned in the area. The amounts presented are for the two specific subdivisions. In specific to 9A and 9B, being residential, and that several lots were purchased.

Mr. Glenn Gimbut, City Attorney, explained that since the adoption of the subdivision regulations all subdivisions, except for two (2) are covered by the distance. One of the two being Barkley Commercial Subdivision because as a Commercial Subdivision, it does not have any retention basin or need of enhanced municipal service. Also the street lightening is not part of the street lightening district. When the subdivision was approved Council decided those districts were not needed. Los Alamos that is because

in 2004 the Council then, just before former Mayor Juan Carlos Escamilla and his people, decided not to require the districts as part of the plat. As a result, Los Alamos never got to the districts and that became a reoccurring problem. He mentioned to build a park the City must purchase the property from the property owners. There were questions and answers provided amongst the City Council and staff.

MOTION: Council Member R. Walshe/ Council Member M. Buchanan Jr. to approve the Fiscal Year 2015-2016 assessment districts budget schedule as presented. Motion passed unanimously.

5.3. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize Marcos Ramirez on behalf of San Luis FRONTERA Rotary Club to sell alcohol on July 4, 2015 to raise funds. (Marcos Ramirez)

A. Open Public Hearing

MOTION: Council Member G. Torres/ Council Member M. Buchanan Jr. to open the public hearing. Motion passed unanimously.

Mr. Marcos Ramirez, San Luis Rotary Club, is requesting San Luis City Council to approve a special event liquor license for San Luis Rotary Club for the Fourth of July event. He added that on the Certificate of Liability, the Rotary year works a lot like the Fiscal year and ends on June 30th. In such, Rotary and their insurance provider are still negotiating the new policy that would take place July 2nd. Mr. Ramirez informed Council that if the application gets approved he will not submit it until the new insurance is brought in.

B. Close Public Hearing

MOTION: Vice-Mayor M. Rosales/ Council Member M.C. Ramos to close the public hearing. Motion passed unanimously.

Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

MOTION: Council Member G. Torres/ Council Member A. Luna-Carrasco to recommend the Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control. Motion passed with six (6) aye votes and one (1) nay vote from Council Member M.C. Ramos.

5.4. Discussion and possible action on any and all matters regarding Resolution No. 1099. A Resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing the San Luis Police Department submission of grant

application in the 2015 Community Oriented Policing Services Hiring Program under the U.S. Department of Justice. (Acting Chief of Police Victor Figueroa)

Mr. Victor Figueroa, Acting Chief of Police, requested authorization for submission of the cops grants to put two (2) full-time School Resource Officer (SRO's) at Southwest Junior High and San Luis Middle School. Through the Cops Grant, the grant would be paying seventy-five (75) percent for the salary of the officers and the City would pick up the twenty-five (25) percent. The officers would be committed three (3) years at the schools and would be fully staffed. That is two (2) Officers for three (3) years at a school and if for some reason the Police Station is not eligible to get another grant from the school, those officers may be let go. Currently there is only one (1) SRO at San Luis High School full-time.

MOTION: Council Member M. Buchanan Jr./ Council Member M.C. Ramos to approve and adopt Resolution No. 1099 for submission of the grant application in the 2015 Community Oriented Policing Services Hiring Program under the U.S. Department of Justice. Motion passed unanimously.

5.5. Discussion and possible action on any all matters regarding Resolution 1100 of the Mayor and City Council of the City of San Luis, Arizona approving and adopting the inmate work intergovernmental agreement with the Arizona Department of Corrections. (Kay Macuil)

Ms. Kay Macuil, Assistant City Attorney, explained that this is for the renewal of the contract with the Department of Corrections. This contract states that the City can call on available inmates for work related purposes without being locked in any certain amount. This intent an one (1) hour per inmate per the contract. Council Member M.C. Ramos asked about complaints from the citizens regarding the inmate workers. Mr. Eulogio Vera, Public Works Director, that there were no complaints from the citizens regarding the inmates or the help they are providing. He stated the only thing that has changed and affected the amount of work the inmates can do is the restriction such as the Public Works Department not working with them south of Juan Sanchez which most the streets working on are located at. Which Ms. Macuil explained that this is not mentioned in the contract, it may be an item that could be worked out. Mayor G. Sanchez commented that creating a yearly report would be a good idea, since it is a great program and seeing the hours inmates used would be a good benefit. He also added that, in order to approve the contract, Council and himself need to make sure the City is taking advantage of the program. Mr. Chris Kasid, Parks and Recreation Director, said that if there is a problem with the inmates, they get removed right away. In the program there are some restrictions such as, calling in every half hour to report where they are, they need to go over to the yard at a certain time and do head counts. There are issues they wished they did not have to do because it indeed is a waste of time but at the end of the day they count for the man hours they do provide.

MOTION: Vice Mayor M. Rosales/ Council Member M.C. Ramos to approve and adopt the renewal of the inmate work an intergovernmental agreement between the City of San Luis and Arizona Department of Corrections No. 1519620 for a term of two (2) years. Motion passed unanimously.

5.6. Discussion and possible action on any and all matters regarding acceptance of the tentative budget for Fiscal Year 2015-2016 (Ketie St. Louis)

Ms. Ketie St. Louis, Finance Director, states that according to Title 42, Chapter 17, Article 125 the City is required to publish the budget for Fiscal Year 2015-2016. This started with the Budget Retreat in April with a negative amount of $8,939,515.00 with the reduction and some adjustments right now it is at $8,368,145.00. From that amount it includes the bonds for the debt for Water and Sewer that was obtained two (2) years ago. These projects have to do with budgeting again, taking into consideration the true number is approximately $4 million. Ms. St. Louis added that most of the reductions from the $600,000.00 where from the General Fund alone. Mayor G. Sanchez asked about the expenditures and modifications to the Council Budget regarding adding them without any problems. Ms. St. Louis responded there was no problem and that they are all included.

Mayor G. Sanchez inquired about the new Facilities structure, if the item was not in the tentative budget. Mr. Robert Eads, City Manager, explained that an extra $400,000.00 was added to what is already budgeted. The total amount for the project was estimated to be $650,000.00 and the City only had $150,000.00 budgeted. This project is something that needs to be complete and done in phases. Other items budgeted from the Fiscal Year 2015-2016 includes the San Luis Fire Department fire truck, vehicles and staff for the Parks and Recreation Department, City Prosecutor Position at City Hall that still needs to be funded and possible salary adjustments that would be following the salary adjustment. In regards to the fire truck the money is budgeted for the 2015-2016 Fiscal Year. In addition, it too includes the request to have two (2) police officers funded for the incoming fiscal year that is outside of the Cops Grant, for a total of five (5) officers. Mr. Eads added that he hopes that after Council finalizes the budget there will be no more changes.

Ms. St. Louis furthermore added that with the ACT Building, the City is losing $650,000.00 a year for the next seven (7) years. With the income that is generated it is $600,000.00 and the debt that is owed is $1.2 million annually.

According to Mr. Glenn Gimbut, City Attorney, the ACT Contract is a fixed contract in terms of the rent they pay for the life of the contract that ends in approximately seven (7) years. Ms. St. Louis stated that there has been no money placed in the fund yet but this year the City will cover $585,000.00 for the debt. Mayor G. Sanchez asked about the amount of income fees that remains from revenues that are addressed on page twelve (12) of fourteen (14) of the handout. (Ms. St. Louis responded, however the response is inaudible)

Ms. St. Louis explained that the total City's total budget is $65,004,407.00 for Fiscal Year 2015-2016. There were questions and answers provided amongst the City Council and staff.

MOTION: Council Member A. Luna-Carrasco/ Vice Mayor M. Rosales to accept and adopt the tentative budget for Fiscal Year 2015-2016 as presented by City staff. Motion passed unanimously.

6. SUMMARY OF CURRENT EVENTS:

Council Member M.C. Ramos reported that Ms. Jenny Torres, Community Development Director, and herself attended a discussion on a bond for improvements on the Yuma School District. One of the items discussed was the future high school in Somerton; Ms. Torres asked if the high school was built in Somerton if high scholars from San Luis would be able to attend, while there will be no limits or boundaries, anyone who wishes to attend the high school in Somerton would be eligible, but at the moment they see no start to the process. Council Member M.C. Ramos wanted more money to be added to the San Luis High School that host 2,642 students with more than 1,000 new freshman for more improvements and building but because the high school is fairly new they said no improvements will be done due to the fact that there are older high schools that need more improvements. Council Member M.C. Ramos believes someone from the South County, including Somerton, should be appointed to the School Board to voice the City's concerns.

7. CALL TO THE PUBLIC

Ms. Charlene Fitzgerald, Yuma Metropolitan Planning Organization (YMPO), informed the Mayor and Council that YMPO did indeed secure the funding to do a circulation route study to figure out where the buses would be best suited to provide the route and services to what the City currently has. After they reviewed the City's budget they will not be charging the City to do the study. After the study is completed Council would be responsible for the purchases of busses if the City wishes to do so.

Mr. Fred Hoffman, 363 Villa St, stated he had received a letter from the Building and Safety Department regarding violation 105.1 of 2013 a required building setback. Mr. Hoffman stated that in 2000 when he was going to build the shade he was told he did not need the permit because it had no solid roof. He believes it is not fair.

Ms. Juana Del Valle, 330 Villa St, stated she too received the letter from the Building and Safety Department regarding the same violation. She stated she has had her shades for the last three (3) years. Ms. Del Valle believes that what Building and Safety is doing is unfair and most importantly why did the department wait this long. Ms. Del Valle stated that several residents are worried and are thinking about joining together because they do not think it is fair for the City to take away something that is useful for the residents.

Mr. Jorge Flores, resident, stated he too is there to discuss the situation regarding the Building and Safety Department. In 1994 he had asked the City for permission for a fence around his lot and he was told there was no permission needed. In 1999 he asked the City for permission to add shades he was told again that it was not needed. Mr. Flores refrenced the Arizona Law that states that after seven (7) years the City cannot do anything. He believes it is illogical because the other residents and he have had the shades made for a long time and the City is now enforcing the ordinance or law.

Mr. Rogelio Vargas, 923 Hidalgo Ave, stated that something has to be done with the methane gas that is being evaporated through the water system and apart from that, the bad water quality the residents are receiving. Mr. Varags believes the City should add a direct extractor without a filter but with something on top that continuously burns the methane gas.

Mr. Jose Muñoz, resident, stated he is there to join with the fellow residents regarding the Building and Safety Department. Mr. Muñoz believes it is unfair the City is trying to remove their shades and that the City should add an amendment to the ordinance.

Mr. Pedro Meraz, resident, stated he is present to talk about the shades situations. Mr. Meraz stated he had a Building and Safety worker go to his residence, when he was going to build his structure. He was told he did not need permission or to pay to build it apart from that he only needed to leave a certain distance from the sidewalk. If the City had not told him anything regarding the structure he would not mind taking it down, but because the City said it was alright and he invested money in the structure he believes it is unfair.

Mr. Jose Figueroa, resident, stated he has had his shade structure for ten (10) years and the City had never told him anything, he was only told it couldn’t be solid material and the sides could not be covered. Mr. Figueroa believes it is unfair for the City to do what they want to do, when the shades are helping the residents.

Ms. Maria Alvarez, 1333 Kennedy Ln, stated she too has had the shades more than ten (10) years. And feels the actions taken by the City are the wrong ones.

Ms. Ana Molina, 1050 San Luis Ln, stated she too is present in regards towards the shades. She believes the shade structures are causing no harm for them to be removed; the City did not give them a reason as to why they would have to remove the structures. Ms. Molina believes the extreme heat is alleviated with the shades as they are protecting them.

Ms. Lidia Castillo, 1177 C St, stated the same situation happened to her as the rest of the residents regarding the shades. Ms. Castillo has had her shade structure for seven (7) years now and stated it is not a luxury but a necessary item.

Ms. Jose Aguilar, 1071 Villa St, stated he is part of the other residents who are facing the same problem with Building and Safety.

Ms. Martina Albor, 1555 Monreal Ln, stated it is unfair for the City to try to remove the shade structures when she has worked to earn the money to build them.

Ms. Raquel Muñoz, 578 Sanchez Dr, stated she was there in respects to the shade structures, and agrees with the other residents present.

Ms. Maria Camacho, resident, stated that she finds it unfair for the City to remove her shade structure that is protecting her car from the heat.

Mr. Sergio Aguilar, 624 Garcia Ln, stated he wants the City's help with the shade structure. He had found a structure that would work for him and was under the City's rules and with the Building and Safety Department wanting to remove them, he finds it unfair.

Ramona Rascon, 1660 Washington Lane, stated and reminded the Mayor and Council that the shade structures are a necessity and not a luxury.

8. Adjournment

MOTION: Council Member A. Luna-Carrasco/ Vice-Mayor M. Rosales to adjourn the meeting at approximately 8:51 p.m. Motion passed unanimously.

Special City Council Meeting **5. B.**

Meeting Date: 07/29/2015

Summary

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)

Attachments

Disbursements 7-29-2015

City of San Luis

Finance Department

COUNCIL MEETING July 29, 2015
Disbursement Reports from 6/29/2015 to 7/17/2015

Bank Account	Check Date	Amounts	Reports
Payroll Check Account	6/29/2015	$ 253,810.54	Schedule A
AP Check Account	6/30/2015	$ 7,433.85	Schedule B
AP Check Account	6/30/2015	$ 24,829.34	Schedule C
AP Check Account	6/30/2015	$ 65,102.84	Schedule D
AP Check Account	7/1/2015	$ 397.00	Schedule E
AP Check Account	7/1/2015	$ 131,983.84	Schedule F
AP Check Account	7/1/2015	$ 338,044.18	Schedule G
AP Check Account	7/7/2015	$ 415.17	Schedule H
AP Check Account	7/9/2015	$ 535,080.59	Schedule I
AP Check Account	7/9/2015	$ 226,015.00	Schedule J
AP Check Account	7/13/2015	$ 71,218.00	Schedule K
AP Check Account	7/14/2015	$ 1,048.84	Schedule L
AP Check Account	7/14/2015	$ 216.00	Schedule M
Payroll Check Account	7/15/2015	$ 4,422.96	Schedule N
Payroll Check Account	7/15/2015	$ 247,562.27	Schedule O
AP Check Account	7/16/2015	$ 25,523.00	Schedule P
AP Check Account	7/16/2015	$ 13,898.53	Schedule Q
AP Check Account	7/16/2015	$ 43,860.36	Schedule R
AP Check Account	7/16/2015	$ 12,569.75	Schedule S
AP Check Account	7/17/2015	$ 332,051.10	Schedule T
Total Disbursement		**$ 2,335,483.16**	

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: _____

_____

_____

_____

_____

_____

RECEIVED
2015 JUL 20 PM 5:16
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Pay Day Register Report

Pay Date Range 06/13/15 - 06/26/15
Pay Batch 201513

Schedule A

Pay Batch 201513 Total
Employees in Pay Batch 229
Female Employees in Pay Batch 68

Hours Description	Hours	Gross
100 - REGULAR	14,913.1545	277,169.73
1000 - ADMIN LEAVE	80.0000	3,610.10
1005 - BEREAVEMENT LEAVE	48.0000	703.20
1009 - PART TIME	1,340.0010	12,070.02
1010 - PART TIME FIREFIGHTERS	4.0000	56.96
1011 - SAFER- FIRE EE'S	735.5000	9,972.71
130 - CUSTOMS - O.T.	7.0000	220.61
201 - OVERTIME	288.7505	7,365.48
202 - OP STONE GARDEN- O.T.	242.5000	8,177.55
205 - OP STONE GARDEN-	1.0000	20.09
300 - VACATION EARNED	917.1124	.00
301 - VACATION USED	716.6200	16,234.17
400 - SICK EARNED	793.6500	.00
401 - SICK USED	461.2265	8,086.55
500 - ON CALL PAY	.0000	900.00
703 - FIRE HOLIDAY USED	10.6000	219.00
704 - FIRE HOLIDAY EARNED	10.6000	.00
809 - RETRO PAY	11.0000	231.11
900 - COMPENSATION EARNED	34.9500	.00
901 - COMPENSATION USED	336.8001	6,044.28
Total	20,952.4650	$351,081.56

Withholdings and Deductions		Gross Base
Gross	351,081.56	
FEDERAL TAX WITHHOLDING	22,923.25	312,494.02
SOCIAL SECURITY TAX	21,767.05	351,081.56
MEDICARE	5,090.78	351,081.56
STATE WITHHOLDING	8,106.60	312,494.02
AZ STATE RETIREMENT	25,814.08	224,861.41
AZ STATE RETIREMENT	94.68	.00
AZ STATE RETIREMENT	49.90	.00
DEFERRED COMPENSATION	845.00	.00
DROP PSPRS POLICE	230.52	2,086.15
LONG TERM DISABILITY	269.88	224,861.41
MISCELLANEOUS	275.00	.00
PSPRS FIRE	5,197.69	47,037.79
PSPRS POLICE	6,586.19	59,603.79
TRANSWESTERN MEXICAN	20.40 ✓	.00
Net	$253,810.54	

Benefits	Amount
ASRS ALTERNATE CONTRIBUTION RATE	273.01
AZ STATE RETIREMENT	25,814.08
LONG TERM DISABILITY	269.88
PSPRS - ALTERNATE CONTRIBUTION	631.79
PSPRS- PENSION- FIRE	6,199.57
PSPRS- PENSION- POLICE	10,073.04
Total	$43,261.37

Direct Deposits	Amount
1st Bank Yuma	29,014.60
Bank of America	557.02
BANK OF AMERICA ALISO	1,090.57
Chase Bank	93,728.54
CHASE BANK CA	1,189.09
Federal Credit Union	30,234.88
FIRST CREDIT UNION	2,250.28
HUGHES FCU	210.00
National Bank	650.00
Navy Federal	3,248.03
NetSpend Corporation DD	100.00
Sunbank	2,702.70
THE FOOTHILLS BANK	1,417.35
WASHINGTON FEDERAL	3,364.62
Wells Fargo	50,048.08
Total	$219,805.76

Check $34,004.78

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 06/30/2015

Schedule B

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Account Type			Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71618	Utility Management Refund	PG & E LLC / DAVID PAULETTO		1,634.20
	Account Type			Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71619	Utility Management Refund	SANCHEZ , MARIA GRISELDA		142.83
	Account Type			Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71620	Utility Management Refund	VELASQUEZ , OLGA I		113.13
	Account Type			Account Number	Transaction Date	Transaction Type

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 14 $7,433.85

Checks: 14 $7,433.85

Prepared By: Maggie Dominguez
Date: 6/30/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 06/30/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	06/30/2015	71607 Utility Management Refund	BRIBIEZCA , RAMIRO		7.80
	Account Type		Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71608 Utility Management Refund	CAMPESINOS SIN FRONTERAS / TORRES EMMA		558.66
	Account Type		Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71609 Utility Management Refund	CASTRO , MIRIAM & MONICA		11.16
	Account Type		Account Number	Transaction Date	Transaction Type
	Residential		19307-005	06/29/2015	Refund - Account Credit
Check	06/30/2015	71610 Utility Management Refund	CISNEROS , FRANCISCO & JACKELIN		94.41
	Account Type		Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71611 Utility Management Refund	GOMEZ , FRANCISCO J & DORA L		236.01
	Account Type		Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71612 Utility Management Refund	HAYDON BUILDING CORP/ JUAN RAMIREZ		1,403.39
	Account Type		Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71613 Utility Management Refund	HAYDON BUILDING CORP/ JUAN RAMIREZ		1,788.71
	Account Type		Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71614 Utility Management Refund	HAYDON BUILDING CORP/JUAN RAMIREZ		441.77
	Account Type		Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71615 Utility Management Refund	HEREDIA ABRAHAM & MEDA MELINA		725.73
	Account Type		Account Number	Transaction Date	Transaction Type
Check	06/30/2015	71616 Utility Management Refund	MEZA , ALICIA		21.56
	Account Type		Account Number	Transaction Date	Transaction Type
	Residential		9562-005	06/23/2015	Refund - Account Credit
Check	06/30/2015	71617 Utility Management Refund	PEREZ-VALTIERRA , OCTAVIO		254.49

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 06/30/2015

Schedule C

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	06/30/2015	71621	Accounts Payable	EADS , ROBERT A		22.00
	Invoice		Date	Description		Amount
	EADS 062515		06/25/2015	REIMBURSEMENT - PARKING FEES - YUMA AIRPORT - BTA CONFERENCE		22.00
Check	06/30/2015	71622	Accounts Payable	VENEGAS, MARCO ANTONIO		21,000.00
	Invoice		Date	Description		Amount
	2015-00001257		06/04/2015	'B' & 'C' ST PAVEMENT PRESERVATION PROJECT-3" ASPHALTIC PAVEMENT		21,000.00
Check	06/30/2015	71623	Accounts Payable	YUMA FURNITURE COMPANY INC.		3,807.34
	Invoice		Date	Description		Amount
	1506300019		06/30/2015	REPLACEMENT OF WORN OUT RECLINERS FOR SLFD		3,807.34
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 3		$24,829.34

Checks: 3 $24,829.34

Prepared By:
Maggie Dominguez
Date: 6/30/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 06/30/2015

Schedule D

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	7049		06/22/2015	BROCHURES/BACKFLOW PREVENTION PROGRAM 2015		291.32
Check	06/30/2015	71672	Accounts Payable	YUMA VALLEY CONTRACTORS		4,983.66
	Invoice		Date	Description		Amount
	6042015		06/04/2015	SEWER LINE INVESTIGATION@SAN JUDAS TADEO CHURCH		4,983.66
Check	06/30/2015	71673	Accounts Payable	YUMA WINLECTRIC CO.		722.02
	Invoice		Date	Description		Amount
	460775 01		06/24/2015	URGENT REPAIR: PUMP #1 FAILURE@LIFTSTATION #300		722.02
Check	06/30/2015	71674	Accounts Payable	YUMA WINNELSON CO.		2,643.26
	Invoice		Date	Description		Amount
	259686 00		06/17/2015	MATERIAL TO REPAIR METERS/BACKFLOW DEVICES		2,643.26
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 51		$403,147.02

Checks: 51 $403,147.02

65,102.64

Prepared By:
Maggie Dominguez
Date: 6/30/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 06/30/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	06/30/2015	71624	Accounts Payable	24 KARAT JEWELERS		135.89
	Invoice		Date	Description		Amount
	1232		06/08/2015	TROPHIES FOR POOL TOURNAMENT FOR FATHERS DAY AT THE SENIOR		135.89
Check	06/30/2015	71625	Accounts Payable	AAED		546.00
	Invoice		Date	Description		Amount
	300001095		06/23/2015	MEMBERSHIP DUES FOR D.CASTILLO		273.00
	300001096		06/23/2015	MEMBERSHIP DUES FOR J.TORRES		273.00
Check	06/30/2015	71626	Accounts Payable	AFFORDABLE FENCE INC		3,244.90
	Invoice		Date	Description		Amount
	1136		06/24/2015	REPAIR FENCE AT CITY SHOP (TO COMPLY WITH INSURANCE)		3,244.90
Check	06/30/2015	71627	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,200.00
	Invoice		Date	Description		Amount
	063015		06/30/2015	SALES TAX AUDITOR FOR JUNE 2015		2,200.00
Check	06/30/2015	71628	Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC		196,525.92
	Invoice		Date	Description		Amount
	7152		05/28/2015	PAVEMENT PRESERVATION (SLURRY SEAL) PROJECT		196,525.92
Check	06/30/2015	71629	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		75.00
	Invoice		Date	Description		Amount
	2012		06/20/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES		75.00
Check	06/30/2015	71630	Accounts Payable	ARIZONA PUBLIC SERVICE		2,586.98
	Invoice		Date	Description		Amount
	719801282JUNE15		06/23/2015	ELECTRICITY - BORDER FRIENDSHIP LIGHTS		168.96
	974428284JUNE15		06/22/2015	ELECTRICITY - 358 S AVE D		2,418.02
Check	06/30/2015	71631	Accounts Payable	ARIZONA WESTERN COLLEGE		217.35
	Invoice		Date	Description		Amount
	001982732		05/31/2015	OFF CAMPUS WORKSTUDY		217.35

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 06/30/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71632	Accounts Payable	AUTOZONE STORES, INC		3,542.70
	Invoice		Date	Description		Amount
	2756947863		06/09/2015	PURCHASE 72" WORK TABLES FOR CITY SHOP		3,542.70
Check	06/30/2015	71633	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		344.10
	Invoice		Date	Description		Amount
	061615		06/16/2015	INMATE LABOR PROJECT		264.00
	06162015		06/16/2015	INMATE LABOR PROJECT--TRANSPORTATION COSTS		80.10
Check	06/30/2015	71634	Accounts Payable	BILL ALEXANDER FORD		122.67
	Invoice		Date	Description		Amount
	309544		06/19/2015	HWY USER 4837 EE180		122.67
Check	06/30/2015	71635	Accounts Payable	BINGHAM EQUIPMENT CO		22,619.79
	Invoice		Date	Description		Amount
	W02650		06/26/2015	NEW LANDPRIDE POST HOLE DIGGER FOR PARKS MAINTENANCE		15,209.28
	W02651		06/26/2015	NEW LANDPRIDE POST HOLE DIGGER FOR PARKS MAINTENANCE		7,410.51
Check	06/30/2015	71636	Accounts Payable	CAMILLUS HEALTH CENTER		455.00
	Invoice		Date	Description		Amount
	2015-00001259		06/30/2015	DRUG TESTS		455.00
Check	06/30/2015	71637	Accounts Payable	CDWG		2,478.84
	Invoice		Date	Description		Amount
	WH72661		06/23/2015	COMPUTER REPLACEMENT FOR HR		1,802.56
	WC43639		06/12/2015	PRINTER FOR PW		238.63
	WD06514		06/15/2015	TONER FOR PW		355.92
	WD29593		06/16/2015	TONER FOR G.TORRES		81.73
Check	06/30/2015	71638	Accounts Payable	CENTERLINE SUPPLY WEST		4,440.02
	Invoice		Date	Description		Amount
	00073090		06/09/2015	MATERIALS TO RESTRIPE (PAINT) VARIOUS STREETS CITYWIDE		4,440.02
Check	06/30/2015	71639	Accounts Payable	CORE ENGINEERING GROUP, PLLC		2,989.00
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 06/30/2015

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	2366-T2		06/03/2015	'B' & 'C' STREET PAVEMENT PRESERVATION PROJECT/STAKING	2,989.00	
Check	06/30/2015	71640	Accounts Payable	DE LA HOYA, ARACELY		115.78
	Invoice		Date	Description	Amount	
	DELAHOYA 063015		06/30/2015	REIMBURSEMENT - MATERIALS NEEDED FOR SENIOR CENTER FESTIVITIES	115.78	
Check	06/30/2015	71641	Accounts Payable	DESERT WATER		3.48
	Invoice		Date	Description	Amount	
	449450		05/14/2015	TAXES ON PROPANE	3.48	
Check	06/30/2015	71642	Accounts Payable	DIRECTV, INC		106.98
	Invoice		Date	Description	Amount	
	26046492062		06/30/2015	DIRECTV MONTHLY SERVICES FOR YOUTH CENTER - 061515-071415	106.98	
Check	06/30/2015	71643	Accounts Payable	FRESH TERRA SERVICES LLC		440.00
	Invoice		Date	Description	Amount	
	4128		06/23/2015	LAB SERVICES/TESTING F/ WEST WWTP	110.00	
	4122		06/23/2015	ADDITIONAL RETESTING NEEDED@EAST WWTP	180.00	
	4123		06/23/2015	LAB SERVICES/TESTING F/ WEST WWTP	150.00	
Check	06/30/2015	71644	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		40.00
	Invoice		Date	Description	Amount	
	4137		06/10/2015	FIRE EXTINGUISHERS RECHARGED FEE	40.00	
Check	06/30/2015	71645	Accounts Payable	GILA ELECTRONIC		356.27
	Invoice		Date	Description	Amount	
	1970		05/19/2015	INSTALLATION OF GPS ANTENNA	356.27	
Check	06/30/2015	71646	Accounts Payable	INTEGRATED WATER SERVICES, INC		53,789.00
	Invoice		Date	Description	Amount	
	2015-00001258		06/24/2015	WELL SITE #7 MANGANESE REMOVAL SYSTEM PROJECT	53,789.00	
Check	06/30/2015	71647	Accounts Payable	JAMES DAVEY AND ASSOCIATES		2,356.40
	Invoice		Date	Description	Amount	
	2015156		06/23/2015	J.SANCHEZ BVLD LIFTSTATION SEWER DIVERSION/PLAN REVIEW	896.00	

City of San Luis

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Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 06/30/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2015157		06/23/2015	ENGINEERING SERVICES FOR CDBG 132-15 BEACH STREET IMPROVEMENTS	1,460.40	
Check	06/30/2015	71648	Accounts Payable	MCGREW, JORGE		100.00
	Invoice		Date	Description	Amount	
	MCGREW 063015		06/30/2015	REIMBURSEMENT - STEEL TOE BOOTS	100.00	
Check	06/30/2015	71649	Accounts Payable	MOTOROLA SOLUTION INC		65,109.47
	Invoice		Date	Description	Amount	
	13065228		05/30/2015	15 PORTABLE RADIOS FOR PD	65,109.47	
Check	06/30/2015	71650	Accounts Payable	NATIONAL BUSINESS INCUBATION ASSOCIATION		525.00
	Invoice		Date	Description	Amount	
	2015-00001260		06/30/2015	MEMBERSHIP DUES	525.00	
Check	06/30/2015	71651	Accounts Payable	O'REILLY AUTO PARTS		40.06
	Invoice		Date	Description	Amount	
	2771-332067		06/24/2015	FIRE DEPT 9272 EE610	40.06	
Check	06/30/2015	71652	Accounts Payable	ONE SOURCE DISTRIBUTOR		3,928.84
	Invoice		Date	Description	Amount	
	S4749847.001		06/18/2015	URGENT/POWER FAILURE ISSUE W/ PUMP #1@LIFTSTATION #300	3,928.84	
Check	06/30/2015	71653	Accounts Payable	PETTY CASH/POLICE		173.46
	Invoice		Date	Description	Amount	
	2015-00001261		06/30/2015	PETTY CASH REPORT 3/28/15 TO 5/25/15	173.46	
Check	06/30/2015	71654	Accounts Payable	PINNACLE HEALTHCARE		100.00
	Invoice		Date	Description	Amount	
	67001-0421150518		05/29/2015	ALBERTO CARDNEAS DRUG SCREEN & DMV	100.00	
Check	06/30/2015	71655	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		135.00
	Invoice		Date	Description	Amount	
	791		06/04/2015	SUMMER PEST CONTROL FOR K9 HOMES	45.00	
	792		06/04/2015	SUMMER PEST CONTROL FOR K9 HOMES	45.00	
	793		06/04/2015	SUMMER PEST CONTROL FOR K9 HOMES	45.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 06/30/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71656	Accounts Payable	QUINONES TIRE LLC		10.00

Invoice	Date	Description	Amount
8221	06/03/2015	REPAIR OF RIGHT BACK TIRE FOR SLM-1	10.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71657	Accounts Payable	QUINONEZ , FRANCISCO		300.00

Invoice	Date	Description	Amount
12848	06/18/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
13092	06/22/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
13196	06/23/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
13161	06/23/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71658	Accounts Payable	RAMON MOSQUEDA		474.78

Invoice	Date	Description	Amount
4680	06/17/2015	EMBROIDERY FOR BUILDING SAFETY	76.42
4725	06/25/2015	EMBROIDERING SERVICES FOR CLERK'S UNIFORMS	237.39
4724	06/25/2015	UNIFORM SHIRT EMBROIDERY FOR COUNCIL	160.97

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71659	Accounts Payable	REDBURN TIRE COMPANY		1,928.87

Invoice	Date	Description	Amount
11014330	06/18/2015	PURCHASE TIRES FOR WASTEWATER VIN #1680	1,272.87
11014329	06/25/2015	PURCHASE TIRES FOR PARKS VIN #9933	656.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71660	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		380.00

Invoice	Date	Description	Amount
15-407	06/25/2015	RECONNECT LOOSE DUCTS & SEALL ALL DUCTWORK INSIDE ATTIC AT COURT	250.00
15-394	06/24/2015	REPLACED THERMOSTAT AT SENIOR CENTER	130.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71661	Accounts Payable	SAN LUIS AZ NEWS		468.00

Invoice	Date	Description	Amount
5678	06/19/2015	FATHER'S DAY AD	468.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71662	Accounts Payable	SIMS MURRAY, LTD.		1,900.00

Invoice	Date	Description	Amount
13029	06/08/2015	LANDFILL PROJECT	1,900.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	06/30/2015	71663	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		13,040.70

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 06/30/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	6784		06/15/2015	LANDFILL FEES FROM 060115--061515	13,040.70	
Check	06/30/2015	71664	Accounts Payable	UNIVERSAL BACKGROUND SCREENING		383.00
	Invoice		Date	Description	Amount	
	201505001962		05/31/2015	BACKGROUND CHECKS - NEW HIRES	383.00	
Check	06/30/2015	71665	Accounts Payable	USA BLUE BOOK		530.25
	Invoice		Date	Description	Amount	
	651781		05/21/2015	LAB SUPPLIES USED IN PROCESS CONTROL@BOTH WWTP's/SAFETY SUPPLIES	269.15	
	651780		05/21/2015	LAB SUPPLIES USED IN PROCESS CONTROL@BOTH WWTP's/SAFETY SUPPLIES	261.10	
Check	06/30/2015	71666	Accounts Payable	V & V ELECTRIC LLC		1,150.00
	Invoice		Date	Description	Amount	
	500		06/18/2015	REPLACE EXISTING OUTLET/ REPAIR EXISTING LIGHT & CONDUIT AT SHOP	350.00	
	499		06/18/2015	INSTALL A NEW CIRCUIT FOR THE LIFT AT SHOP	800.00	
Check	06/30/2015	71667	Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.		3,132.50
	Invoice		Date	Description	Amount	
	15-114		06/25/2015	PROFESSIONAL CONSULTING SERVICES-FLEET & FACILITIES PHASE	2,090.00	
	15-115		06/25/2015	PROFESSIONAL CONSULTING SERVICES (CONSTRUCTION PHASE)PHASE 1	1,042.50	
Check	06/30/2015	71668	Accounts Payable	WAXIE SANITARY SUPPLY		269.10
	Invoice		Date	Description	Amount	
	75340196		06/19/2015	JANITORIAL SUPPLIES	269.10	
Check	06/30/2015	71669	Accounts Payable	YOURMEMBERSHIP.COM INC		550.00
	Invoice		Date	Description	Amount	
	R17765935		06/16/2015	CHIEF OF POLICE JOB POSTING	550.00	
Check	06/30/2015	71670	Accounts Payable	YUMA HEALTH CARE SERVICES, INC		145.66
	Invoice		Date	Description	Amount	
	46534		06/04/2015	OXYGEN TANK REFILLS FOR SLFD	145.66	
Check	06/30/2015	71671	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		291.32

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 07/01/2015

Schedule E

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/01/2015	71675	Accounts Payable	ZARAGOZA, GERARDO		397.00

Invoice	Date	Description	Amount
ZARAGOZA 070115	07/01/2015	TRAVEL - NASRO CONFERENCE	397.00

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 1	$397.00
Checks:	1	$397.00	

Prepared By:
Maggie Dominguez
Date: 7/1/15

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City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/01/2015

Schedule F

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2015-00001268		06/30/2015	SERVICES RENDERED OF UMPIRE FOR KICKBALL LEAGUE 2015	564.00	
Check	07/01/2015	71725	Accounts Payable	VELASQUEZ GARCIA , RODOLFO		280.00
	Invoice		Date	Description	Amount	
	2015-00001270		06/30/2015	SERVICES RENDERED OF UMPIRE FOR WOMEN'S SOFTBALL LEAGUE 2015	280.00	
Check	07/01/2015	71726	Accounts Payable	YUMA COUNTY HUMANE SOCIETY		5,212.00
	Invoice		Date	Description	Amount	
	060915		06/09/2015	KENNELING SERVICES FOR MAY 2015	5,212.00	
Check	07/01/2015	71727	Accounts Payable	YUMA SUN, INC		699.00
	Invoice		Date	Description	Amount	
	64851		06/21/2015	FATHER'S DAY CELEBRATION AD	699.00	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 52		$131,983.84

Checks: 52 $131,983.84

Prepared By:

Maggie Dominguez

Date: 6/Maggie/15

7/1/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/01/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/01/2015	71676	Accounts Payable	ADVANCED PUBLIC SAFETY		2,472.00
	Invoice		Date	Description		Amount
	00003344		07/01/2015	SMARTCONNECT/POCKET CITATION - 07/03/15-07/02/16		2,472.00
Check	07/01/2015	71677	Accounts Payable	AUTOZONE STORES, INC		279.99
	Invoice		Date	Description		Amount
	2756964253		06/25/2015	FIRE DEPT 8469 EE180		149.16
	2756964370		06/25/2015	PARKS DEPT 9336 EE180		30.71
	2756964369		06/25/2015	PARKS DEPT 0987 EE180		30.71
	2756962408		06/23/2015	BUILDING SAFETY 2115 EE180		15.25
	2756962590		06/23/2015	HWY USER 8606 EE180		4.42
	2756962415		06/23/2015	PARKS DEPT 0987 EE180		49.74
Check	07/01/2015	71678	Accounts Payable	AVILA , LEONARDO		170.00
	Invoice		Date	Description		Amount
	2015-00001271		06/30/2015	SERVICES RENDERED OF SCOREKEEPER FOR WOMEN'S SOFTBALL LEAGUE 15		170.00
Check	07/01/2015	71679	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		89.00
	Invoice		Date	Description		Amount
	062615		06/26/2015	INMATE LABOR PROJECT--TRANSPORTATION COSTS		89.00
Check	07/01/2015	71680	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		306.00
	Invoice		Date	Description		Amount
	06262015		06/26/2015	INMATE LABOR PROJECT		306.00
Check	07/01/2015	71681	Accounts Payable	BARAJAS , ABIGAIL M		30.00
	Invoice		Date	Description		Amount
	2015-00001269		06/30/2015	SERVICES RENDERED OF SCOREKEEPER FOR WOMEN'S SOFTBALL LEAGUE 15		30.00
Check	07/01/2015	71682	Accounts Payable	BEAMSPEED LLC		85.36
	Invoice		Date	Description		Amount
	434621		06/05/2015	ISP FOR EWWTP		85.36

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/01/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71683	Accounts Payable	BILL ALEXANDER FORD		1,195.65

Invoice	Date	Description	Amount
RO116915	06/04/2015	TOWING SERVICE FOR FLEET VIN #1172	600.00
Q9813	06/16/2015	COURT 3156 EE180	396.96
Q9577	06/10/2015	COURT 3156 EE180	198.69

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71684	Accounts Payable	BLUE LOVE MUSIC, INC		4,995.00

Invoice	Date	Description	Amount
2016-00000005	07/01/2015	PROYECTO X BAND WILL PERFORM FOR 4TH OF JULY EVENT 2015	4,995.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71685	Accounts Payable	BSN SPORTS		3,118.52

Invoice	Date	Description	Amount
97020432	06/24/2015	SPORTS EQUIPMENT FOR LOS ALAMOS RETENTION BASIN PROJECT	3,118.52

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71686	Accounts Payable	CAMARENA, CORNELIUS		600.00

Invoice	Date	Description	Amount
4453	08/28/2014	ATTORNEY FEES	400.00
4601	03/26/2015	ATTORNEY FEES	200.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71687	Accounts Payable	CASTRO , ERICKA		680.00

Invoice	Date	Description	Amount
2015-00001277	06/30/2015	ASSISTANCE AND INSTRUCTION WITH SUMMER PROGRAMS AT YOUTH CENTER	680.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71688	Accounts Payable	CAZAREZ , KATHYA		630.00

Invoice	Date	Description	Amount
2015-00001272	06/30/2015	SUPERVISION & INSTRUCTING OF SUMMER PROGRAM 2015	630.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71689	Accounts Payable	CAZAREZ , MAYTE		630.00

Invoice	Date	Description	Amount
2015-00001273	06/30/2015	SUPERVISION & INSTRUCTING OF SUMMER PROGRAM 2015	630.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71690	Accounts Payable	CENTURYLINK		66.04

Invoice	Date	Description	Amount
2015-00001263	06/30/2015	LONG DISTANCE PHONE SERVICE - MAY 2015	66.04

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71691	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		80.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/01/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	24790		06/24/2015	DOCUMENT DESTRUCTION SRVS FOR HR DEPT		80.00
Check	07/01/2015	71692	Accounts Payable	DUARTE , GISEL		630.00
	Invoice		Date	Description		Amount
	001		06/30/2015	SUPERVISION & INSTRUCTIONG OF SUMMER PROGRAM 2015		630.00
Check	07/01/2015	71693	Accounts Payable	FUN 4 ALL PARTY SERVICES		3,960.00
	Invoice		Date	Description		Amount
	2016-00000003		07/01/2015	RENT OF INFLATABLE SLIDES FOR 4TH OF JULY EVENT 2015		3,960.00
Check	07/01/2015	71694	Accounts Payable	GALINDO , CLAUDIA		1,500.00
	Invoice		Date	Description		Amount
	2016-00000007		07/01/2015	PHOTOGRAPHY SERVICES FOR 4TH OF JULY EVENT 2015		1,500.00
Check	07/01/2015	71695	Accounts Payable	GARCIA , JESUS		550.00
	Invoice		Date	Description		Amount
	2015-00001275		06/30/2015	SERVICES RENDERED OF SCOREKEEPER FOR WOMEN'S SOFTBALL LEAGUE 15		200.00
	2016-00000002		07/01/2015	MC SERVICES FOR THE 4TH OF JULY EVENT 2015		350.00
Check	07/01/2015	71696	Accounts Payable	GOMEZ , CARMEN		500.00
	Invoice		Date	Description		Amount
	2016-00000010		07/01/2015	CIVIC CONTRIBUTION-EQUIPO PUMAS U-12		500.00
Check	07/01/2015	71697	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description		Amount
	87		06/26/2015	TRANSLATING SERVICES FOR THE COURT - 06/22/15-06/26/15		500.00
Check	07/01/2015	71698	Accounts Payable	HAXTON MASONRY, INC		19,695.00
	Invoice		Date	Description		Amount
	2015-00001262		06/29/2015	280 FT. RETAINING WALL FOR JOE ORDUNO PARKING LOT PROJECT		19,695.00
Check	07/01/2015	71699	Accounts Payable	IPS GROUP INC		1,544.61
	Invoice		Date	Description		Amount
	12006		05/31/2015	MONTHLY MAINTENANCE FOR PARKING METERS		767.17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/01/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	11654		06/30/2015	MONTHLY MAINTENANCE FOR PARKING METERS	777.44	
Check	07/01/2015	71700	Accounts Payable	JACUINDE , ANITA		168.00
	Invoice		Date	Description	Amount	
	2015-00001266		06/30/2015	SERVICES RENDERED OF SCOREKEEPER FOR KICKBALL LEAGUE 2015	168.00	
Check	07/01/2015	71701	Accounts Payable	JACUINDE , ANITA		500.00
	Invoice		Date	Description	Amount	
	2016-00000009		07/01/2015	CIVIC CONTRIBUTION	500.00	
Check	07/01/2015	71702	Accounts Payable	JACUINDE , JAZMIN		168.00
	Invoice		Date	Description	Amount	
	2015-00001267		06/30/2015	SERVICES RENDERED OF SCOREKEEPER FOR KICKBALL LEAGUE 2015	168.00	
Check	07/01/2015	71703	Accounts Payable	JAMES E ENTERTAINMENT, INC		2,820.00
	Invoice		Date	Description	Amount	
	2016-00000006		07/01/2015	THE DOORS TRIBUTE BAND PERFORMANCE FOR THE 4TH OF JULY EVENT 15	2,820.00	
Check	07/01/2015	71704	Accounts Payable	JOHN R. MINORE, P.L.C		3,200.00
	Invoice		Date	Description	Amount	
	4089		04/28/2015	ATTORNEY FEES	400.00	
	4088		04/28/2015	ATTORNEY FEES	400.00	
	4086		04/28/2015	ATTORNEY FEES	400.00	
	4081		04/28/2015	ATTORNEY FEES	400.00	
	4084		04/28/2015	ATTORNEY FEES	400.00	
	4073		04/28/2015	ATTORNEY FEES	400.00	
	4082		04/28/2015	ATTORNEY FEES	400.00	
	4083		04/28/2015	ATTORNEY FEES	400.00	
Check	07/01/2015	71705	Accounts Payable	JOHNSON , RICKEY		500.00
	Invoice		Date	Description	Amount	
	2016-00000008		07/01/2015	BAND WILL PERFORM AT 4TH OF JULY EVENT 2015	500.00	
Check	07/01/2015	71706	Accounts Payable	LANTIS FIREWORKS AND LASERS		20,000.00
	Invoice		Date	Description	Amount	
	2016-00000001		07/01/2015	FIREWORKS DISPLAY FOR 4TH OF JULY EVENT 2015 AT JOE ORDUNO PARK	20,000.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/01/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71707	Accounts Payable	LOPEZ , JONATHAN		440.00
	Invoice		Date	Description		Amount
	2015-00001276		06/30/2015	SERVICES RENDERED OF SOUND AND LIGHTING SYSTEM FOR TEEN NIGHT		440.00
Check	07/01/2015	71708	Accounts Payable	M & Y ELECTRICAL LLC		166.00
	Invoice		Date	Description		Amount
	531		06/15/2015	REMOVE & REPLACE TWO BALLAST LAMPS AT PARKS OFFICE		166.00
Check	07/01/2015	71709	Accounts Payable	MARTINEZ, JOSE ALFREDO		224.00
	Invoice		Date	Description		Amount
	2015-00001265		06/30/2015	SERVICES RENDERED OF UMPIRE FOR KICKBALL TOURNAMENT 2015		224.00
Check	07/01/2015	71710	Accounts Payable	MOLINA, EVELYN		100.00
	Invoice		Date	Description		Amount
	2016-00000004		07/01/2015	SINGING THE NATIONAL ANTHEM FOR THE 4TH OF JULY EVENT 2015		100.00
Check	07/01/2015	71711	Accounts Payable	PARTIDA , ENRIQUE		590.00
	Invoice		Date	Description		Amount
	2015-00001274		06/30/2015	SUPERVISION & INSTRUCTING OF SUMMER PROGRAM 2015		590.00
Check	07/01/2015	71712	Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES		498.58
	Invoice		Date	Description		Amount
	2015-00001289		06/30/2015	PETTY CASH REIMBURSEMENT FOR CITY ADMIN		498.58
Check	07/01/2015	71713	Accounts Payable	PITNEY BOWES CREDIT CORP		1,702.44
	Invoice		Date	Description		Amount
	9432825-JN15		06/13/2015	MAILING SYSTEM FOR THE COURT - JUNE 2015		98.35
	2094333-JN15		06/13/2015	FOLDING MACHINE LEASE - UTILITIES		1,197.22
	0799056-JN15		06/13/2015	CITY ADMIN MAILING SYSTEM		406.87
Check	07/01/2015	71714	Accounts Payable	PPEP INC.		6,500.00
	Invoice		Date	Description		Amount
	061715		06/17/2015	4TH QUARTER-YOUTHBUILD PROGRAM FROM APRIL TO JUNE 2015		6,500.00
Check	07/01/2015	71715	Accounts Payable	PROSOUND & STAGE LIGHTING		733.74
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 07/01/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	P162076000019		06/09/2015	AUDIO SYSTEM FOR YOUTH CENTER ACTIVITIES/PROGRAMS	733.74	
Check	07/01/2015	71716	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		631.79
	Invoice		Date	Description	Amount	
	PSPRS 06302015		07/01/2015	PSPRS 06302015	631.79	
Check	07/01/2015	71717	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		37,478.76
	Invoice		Date	Description	Amount	
	psprs reg063015		07/01/2015	PSPRS REG 06302015	37,478.76	
Check	07/01/2015	71718	Accounts Payable	RAMIREZ , KASSANDRA		1,200.00
	Invoice		Date	Description	Amount	
	2015-00001264		06/30/2015	TUITION REIMBURSEMENT SPRING SEMESTER 2015	1,200.00	
Check	07/01/2015	71719	Accounts Payable	RAMON MOSQUEDA		146.34
	Invoice		Date	Description	Amount	
	4726		06/25/2015	UNIFORM EMBROIDERY FOR A. CIFUENTES	146.34	
Check	07/01/2015	71720	Accounts Payable	SAM'S CLUB		228.93
	Invoice		Date	Description	Amount	
	004379		06/06/2015	PASTRIES FOR EMPLOYEE PICNIC 2015	228.93	
Check	07/01/2015	71721	Accounts Payable	SANCHEZ , BRAULIO S		400.00
	Invoice		Date	Description	Amount	
	096		06/08/2015	ATTORNEY FEES	400.00	
Check	07/01/2015	71722	Accounts Payable	THOMSON WEST PUBLISHING CO.		1,549.18
	Invoice		Date	Description	Amount	
	830935443		12/04/2014	LAW BOOKS FOR THE COURT	1,549.18	
Check	07/01/2015	71723	Accounts Payable	TITLE BOXING		975.91
	Invoice		Date	Description	Amount	
	P059319001012		06/09/2015	BOXING EQUIPMENT FOR YOUTH CENTER	891.94	
	P059319001020		06/11/2015	BOXING EQUIPMENT FOR YOUTH CENTER	83.97	
Check	07/01/2015	71724	Accounts Payable	URQUIJO LASTRA, SALVADOR		564.00
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/01/2015

Schedule G

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/01/2015	71728	Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC		196,525.92 reissued

Invoice	Date	Description	Amount
7152	05/28/2015	PAVEMENT PRESERVATION (SLURRY SEAL) PROJECT	196,525.92

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71729	Accounts Payable	BINGHAM EQUIPMENT CO		22,619.79 reissued

Invoice	Date	Description	Amount
W02650	06/26/2015	NEW LANDPRIDE POST HOLE DIGGER FOR PARKS MAINTENANCE	15,209.28
W02651	06/26/2015	NEW LANDPRIDE POST HOLE DIGGER FOR PARKS MAINTENANCE	7,410.51

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71730	Accounts Payable	INTEGRATED WATER SERVICES, INC		53,789.00 reissued

Invoice	Date	Description	Amount
2015-00001258	06/24/2015	WELL SITE #7 MANGANESE REMOVAL SYSTEM PROJECT	53,789.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/01/2015	71731	Accounts Payable	MOTOROLA SOLUTION INC		65,109.47 reissued

Invoice	Date	Description	Amount
13065228	05/30/2015	15 PORTABLE RADIOS FOR PD	65,109.47

1BYPAYABLE 1st BY Accounts Payable Totals:	Transactions: 4	$338,044.18

Checks:	4	$338,044.18

Prepared By:
Maggie Dominguez
Date: 7/1/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/07/2015

Schedule H

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/07/2015	71732	Accounts Payable	TACOS EL CHIPILON, LLC		415.17

Invoice	Date	Description	Amount
124	07/07/2015	CATERING SERVICE FOR MAIN ST RIBBON CUTTING EVENT ON 07/08/15	415.17

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 1 $415.17

Checks: 1 $415.17

Prepared By: Maggie Dominguez
Date: 7/7/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 07/09/2015

Schedule I

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	34779		06/30/2015	LINE-X FOR WASTEWATER VIN #0593 - ACC5206278881	469.77	
Check	07/09/2015	71797	Accounts Payable	WESTERN SUN SYSTEMS, INC		172.90
	Invoice		Date	Description	Amount	
	29562		06/22/2015	LABOR CHARGES FOR PANIC BUTTON SYSTEM PROGRAMMING	172.90	
Check	07/09/2015	71798	Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER		128.40
	Invoice		Date	Description	Amount	
	2016-00000018		07/09/2015	INCARCERATION FEES COLLECTED FOR MAY 2015	128.40	
Check	07/09/2015	71799	Accounts Payable	YUMA COUNTY TREASURER		179.30
	Invoice		Date	Description	Amount	
	2016-00000017		07/09/2015	FUNDS COLLECTED FOR MAY 2015	179.30	
Check	07/09/2015	71800	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		75.35
	Invoice		Date	Description	Amount	
	7044		06/22/2015	CUSTOM STAMP 'APPROVED BY CITY OF SAN LUIS'	75.35	
Check	07/09/2015	71801	Accounts Payable	YUMA WINLECTRIC CO.		432.56
	Invoice		Date	Description	Amount	
	459114 00		06/30/2015	FLOURESCENT LAMPS FOR BASKETBALL GYM	432.56	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 69		$535,080.59

Checks: 69 $535,080.59

Prepared By:
Maggie Dominguez
Date: 7/9/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/09/2015	71733	Accounts Payable	ALVAREZ , MARIANO		240.00
	Invoice		Date	Description		Amount
	4		06/30/2015	AQUATIC SWIM PROGRAM/ SPECIAL NEEDS CHILDREN MAY 30TH & JUNE 3RD		240.00
Check	07/09/2015	71734	Accounts Payable	AMAYA , ELSA		240.00
	Invoice		Date	Description		Amount
	2		06/30/2015	AQUATIC SWIM PROGRAM/ SPECIAL NEEDS CHILDREN MAY 30TH & JUNE 3RD		240.00
Check	07/09/2015	71735	Accounts Payable	ARCTIC GLACIER USA INC		140.00
	Invoice		Date	Description		Amount
	1360517801		06/27/2015	10 LB ICE CUBE BAGS FOR SLFD		140.00
Check	07/09/2015	71736	Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.		2,417.58
	Invoice		Date	Description		Amount
	INV0012618		06/30/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		28.05
	INV0012591		06/29/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		1,388.84
	INV0012599		06/29/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		400.28
	INV0012600		06/29/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		600.41
Check	07/09/2015	71737	Accounts Payable	ARIZONA STATE TREASURER		36,236.38
	Invoice		Date	Description		Amount
	2016-00000021		07/09/2015	FUNDS COLLECTED FOR MAY 2015		36,236.38
Check	07/09/2015	71738	Accounts Payable	ARROYO , JESSY		240.00
	Invoice		Date	Description		Amount
	1		06/30/2015	AQUATIC SWIM PROGRAM/ SPECIAL NEEDS CHILDREN MAY 30TH & JUNE 3RD		240.00
Check	07/09/2015	71739	Accounts Payable	AUTOZONE STORES, INC		515.35
	Invoice		Date	Description		Amount
	2756970313		06/30/2015	PARKS DEPT 4054 EE180		3.90
	2756970312		06/30/2015	WASTEWATER 9055 EE180		83.10
	2756955886		06/17/2015	WATER DEPT 4833 EE180		409.01
	2756964570		06/30/2015	WATER DEPT 4833 EE180		5.31

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2756953649		06/15/2015	WATER DEPT 4833 EE180		14.03
	2756970216		06/30/2015	WW9055 EE180		87.00
	2756970311		06/30/2015	CREDIT WW9055 EE180		(87.00)
Check	07/09/2015	71740	Accounts Payable	BATTERY SYSTEMS INC		79.60
	Invoice		Date	Description		Amount
	3182428		06/30/2015	BATTERY FOR HWY USER #0280-STEAM CLEANER		79.60
Check	07/09/2015	71741	Accounts Payable	BILL ALEXANDER FORD		789.36
	Invoice		Date	Description		Amount
	309826		06/26/2015	PARKS DEPT 9933 EE180		61.81
	309703		06/26/2015	WATER DEPT 4833 EE180		239.64
	309806		06/26/2015	PARKS DEPT 9933 EE180		396.77
	309828		06/30/2015	PARKS DEPT 9933 EE180		91.14
Check	07/09/2015	71742	Accounts Payable	BLT ASPHALT LLC		6,326.26
	Invoice		Date	Description		Amount
	A652459		04/21/2015	PAVEMENT PRESERVATION PROJECT 2015-R/R STREETS@LOS OROS SUBDVSN		1,141.07
	A652355		04/16/2015	PAVEMENT PRESERVATION PROJECT 2015-R/R STREETS@LOS OROS SUBDIVIS		671.22
	A652408		04/17/2015	PAVEMENT PRESERVATION PROJECT 2015-R/R STREETS@LOS OROS SUBDIVIS		604.10
	A653868		06/19/2015	MATERIAL USED TO REPAIR STREETS CITYWIDE		908.48
	M653975		06/24/2015	ASPHALT TO REPAIR VARIOUS STREETS CITYWIDE		2,324.06
	M653976		06/25/2015	ASPHALT TO REPAIR VARIOUS STREETS CITYWIDE		677.33
Check	07/09/2015	71743	Accounts Payable	BLT READY MIX CONCRETE LLC		2,704.97
	Invoice		Date	Description		Amount
	653645		06/10/2015	MATERIAL USED TO REPAIR SIDEWALKS CITYWIDE		373.10
	654080		06/30/2015	MATERIAL USED TO REPAIR SIDEWALKS CITYWIDE		559.65
	653578		06/05/2015	MATERIAL USED TO REPAIR SIDEWALKS CITYWIDE		466.37
	653977		06/25/2015	MATERIAL USED TO REPAIR SIDEWALKS CITYWIDE		559.65
	653921		06/23/2015	MATERIAL USED TO REPAIR SIDEWALKS CITYWIDE		373.10
	653836		06/18/2015	MATERIAL USED TO REPAIR SIDEWALKS CITYWIDE		373.10
Check	07/09/2015	71744	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES		4,999.34

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	INV-4807932		06/26/2015	MATERIAL USED FOR MANHOLE MAINTENANCE	4,999.34	
Check	07/09/2015	71745	Accounts Payable	BOUND TREE MEDICAL, LLC.		6,661.08
	Invoice		Date	Description	Amount	
	61165193		06/17/2015	KING VISION VIDEO LARYNGOSCOPES FOR FIRE DEPT	6,661.08	
Check	07/09/2015	71746	Accounts Payable	CAMARENA, CORNELIUS		800.00
	Invoice		Date	Description	Amount	
	4543		01/16/2015	ATTORNEY FEES	400.00	
	4512		11/28/2014	ATTORNEY FEES	400.00	
Check	07/09/2015	71747	Accounts Payable	CAZAREZ , KATHYA		160.00
	Invoice		Date	Description	Amount	
	2015-00001298		06/30/2015	SERVICES RENDERED OF SCOREKEEPER FOR MEN'S BASKETBALL LEAGUE 15	160.00	
Check	07/09/2015	71748	Accounts Payable	CDWG		3,594.12
	Invoice		Date	Description	Amount	
	WG71554		06/22/2015	PRINTER FOR D.LUNA	415.15	
	VH32066		05/06/2015	TV FOR CAPTAIN'S LOBBY - FIRE DEPT	151.62	
	VV58195		06/02/2015	TV/COMPUTER FOR BUSINESS INCUBATOR	61.04	
	WD37234		06/16/2015	COMPUTERS/MONITORS FOR FIRE DEPT	2,966.31	
Check	07/09/2015	71749	Accounts Payable	COLE , JESSICA		240.00
	Invoice		Date	Description	Amount	
	10		06/30/2015	AQUATIC SWIM PROGRAM/ SPECIAL NEEDS CHILDREN MAY 30TH & JUNE 3RD	240.00	
Check	07/09/2015	71750	Accounts Payable	CONLIN & BILLMYER SERVICES, INC.		280.00
	Invoice		Date	Description	Amount	
	70753922		06/29/2015	PERFORM COMPLETE TERMITE SOIL PRE-TREATMENT (2,160SQFT)NEW SHOP	280.00	
Check	07/09/2015	71751	Accounts Payable	CONTRERAS , YESENIA		240.00
	Invoice		Date	Description	Amount	
	6		06/30/2015	AQUATIC SWIM PROGRAM/ SPECIAL NEEDS CHILDREN MAY 30TH & JUNE 3RD	240.00	
Check	07/09/2015	71752	Accounts Payable	D & H ELECTRIC INC.		7,974.50

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	6834		06/24/2015	NEW METER INSTALLATION@LAKIN LIFTSTATION UPGRADE PROJECT	3,874.50	
	6832		06/24/2015	LAKIN LIFTSTATION UPGRADE-INSTALL NEW MANUAL TRANSFER SWITCH	4,100.00	
Check	07/09/2015	71753	Accounts Payable	D'PAIR DEVELOPMENT LLC.		8,104.67
	Invoice		Date	Description	Amount	
	22843		06/29/2015	REPLACE BATHROOM COUNTERTOPS, SINKS, FAUCETS,P-TRAP-CULTURAL CTR	3,683.94	
	228438		06/29/2015	REPAIR BTHRM COUNTERTOPS,SINKS,FAUCETS,P-TRAPS-YOUTH CTR	4,420.73	
Check	07/09/2015	71754	Accounts Payable	DESERT WATER		295.85
	Invoice		Date	Description	Amount	
	2015-00001294		03/31/2015	PURCHASE OF WATER FOR PARKS DEPT. EMPLOYEES	87.97	
	2015-00001295		04/30/2015	PURCHASE OF WATER FOR PARKS DEPT. EMPLOYEES	95.42	
	59372		05/22/2015	PURCHASE OF WATER FOR PARKS DEPT. EMPLOYEES	39.85	
	152041		05/31/2015	PURCHASE OF WATER FOR PARKS DEPT. EMPLOYEES	17.25	
	59687		06/30/2015	BULK DRINKING WATER FOR VARIOUS DEPTS	55.36	
Check	07/09/2015	71755	Accounts Payable	DPE CONSTRUCTION, INC		69,587.00
	Invoice		Date	Description	Amount	
	2015-00001301		06/30/2015	'B' & 'C' STREET PAVEMENT PRESERVATION PROJECT	69,587.00	
Check	07/09/2015	71756	Accounts Payable	ESPARZA , JUAN		502.00
	Invoice		Date	Description	Amount	
	2015-00001299		06/30/2015	PURCHASE OF TROPHIES FOR RECREATION SUMMER LEAGUES 2015	502.00	
Check	07/09/2015	71757	Accounts Payable	EVANS CUSTOM CONCRETE LLC		19,000.00
	Invoice		Date	Description	Amount	
	1825		06/30/2015	FACILITIES & FLEET SERVICES PHASE 1-BUILDING DIRT & CONCRETE	19,000.00	
Check	07/09/2015	71758	Accounts Payable	FRESH TERRA SERVICES LLC		310.00
	Invoice		Date	Description	Amount	
	4087		05/28/2015	LAB SERVICES/TESTING FOR EAST WWTP	100.00	
	4130		06/29/2015	LAB SERVICES/TESTING FOR EAST WWTP	100.00	
	4119		06/19/2015	LAB SERVICES/TESTING F/ WEST WWTP	110.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71759	Accounts Payable	GEOTECHNICAL TESTING SERVICES		1,800.00
	Invoice		Date	Description		Amount
	16583		06/30/2015	MATERIAL TESTING SERVICES FOR NEW CITY SHOP		1,800.00
Check	07/09/2015	71760	Accounts Payable	GILA ELECTRONIC		5,704.29
	Invoice		Date	Description		Amount
	2121		06/30/2015	FIRE STATION DOOR ACCESS CONTROL SYSTEM		5,704.29
Check	07/09/2015	71761	Accounts Payable	GUERRA , RUTH		400.00
	Invoice		Date	Description		Amount
	2015-00001300		06/30/2015	TRANSLATING SERVICES FOR COURT - 062915-063015		200.00
	2016-00000022		07/09/2015	TRANSLATING SERVICES FOR THE COURT - 07/01/15-07/02/15		200.00
Check	07/09/2015	71762	Accounts Payable	GUZMAN , FRANCISCA		100.00
	Invoice		Date	Description		Amount
	12/2015		06/24/2015	TRANSLATING SERVICES DURING COUNCIL MEETING - 06/24/15		100.00
Check	07/09/2015	71763	Accounts Payable	HILL BROTHERS CHEMICAL CO.		3,460.19
	Invoice		Date	Description		Amount
	4407847		06/25/2015	BLEACH USED TO DISINFECT EFFLUENT DISCHARGE@WEST WWTP		2,306.79
	4407845		06/25/2015	BLEACH USED TO DISINFECT EFFLUENT DISCHARGE@EAST WWTP		1,153.40
Check	07/09/2015	71764	Accounts Payable	JAMES COOKE & HOBSON INC.		102,438.80
	Invoice		Date	Description		Amount
	349594		06/26/2015	VAPEX ODOR CONTROL SYSTEM F/ LIFTSTATION #300		102,438.80
Check	07/09/2015	71765	Accounts Payable	JULIAN , ABI		240.00
	Invoice		Date	Description		Amount
	5		06/30/2015	AQUATIC SWIM PROGRAM/ SPECIAL NEEDS CHILDREN MAY 30TH & JUNE 3RD		240.00
Check	07/09/2015	71766	Accounts Payable	L.N. CURTIS & SONS		64,610.70
	Invoice		Date	Description		Amount
	502077-00		05/19/2015	SCBA FILL STATION		1,391.66
	5038548-00		06/30/2015	JAWS OF LIFE UNITS		11,043.35
	5038548-01		06/30/2015	JAWS OF LIFE UNITS		52,175.69

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71767	Accounts Payable	LANDS END BUSINESS OUTFITTERS		173.25

Invoice	Date	Description	Amount
SIN2907664	06/18/2015	UNIFORM CARDIGANS FOR COUNCIL	173.25

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71768	Accounts Payable	LAW OFFICE OF SONIA MONIQUE RAMIREZ, PLLC		8,000.00

Invoice	Date	Description	Amount
4645	06/30/2015	PROSECUTION SERVICES FOR JUNE 2015	8,000.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71769	Accounts Payable	LEON , AREANA		80.00

Invoice	Date	Description	Amount
11	06/30/2015	AQUATIC SWIM PROGRAM/SPECIAL NEEDS CHILDREN	80.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71770	Accounts Payable	LOPEZ , RAFAEL		81.30

Invoice	Date	Description	Amount
LOPEZ 063015	06/30/2015	REIMBURSEMENT - STEEL TOE BOOTS	81.30

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71771	Accounts Payable	LOPEZ, ENRIQUE		108.00

Invoice	Date	Description	Amount
LOPEZ 070815	07/09/2015	TRAVEL - WACEMS MEETING	108.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71772	Accounts Payable	LOWE'S HIW, INC.		4,301.20

Invoice	Date	Description	Amount
987474	01/21/2015	PURCHASED BLINDS FOR FACILITIES OFFICE	110.20
972326	06/22/2015	PURCHASE CEILING TILE TO BE REPLACED AT GYM	682.35
971317	06/10/2015	PURCHASE METAL DRAWERS FOR FLEET MECHANICS	3,508.65

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71773	Accounts Payable	MARTINEZ , ALMA		240.00

Invoice	Date	Description	Amount
7	06/30/2015	AQUATIC SWIM PROGRAM/ SPECIAL NEEDS CHILDREN MAY 30TH & JUNE 3RD	240.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71774	Accounts Payable	MASSMUTUAL FINANCIAL GROUP		105.69

Invoice	Date	Description	Amount
2774042	07/09/2015	INSURANCE FOR JUNE 2015	105.69

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/09/2015	71775	Accounts Payable	NEEDTHESE.COM		18,044.06

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	0018478-IN		05/20/2015	CITY NETWORK SYSTEM UPGRADE		18,044.06
Check	07/09/2015	71776	Accounts Payable	NEW WORLD SYSTEMS		102,136.24
	Invoice		Date	Description		Amount
	042682		07/01/2015	LOGOS SOFTWARE SUPPORT - MAIN SSMA 07/01/15-06/30/16		102,136.24
Check	07/09/2015	71777	Accounts Payable	O'REILLY AUTO PARTS		148.91
	Invoice		Date	Description		Amount
	2771-332406		06/26/2015	FIRE DEPT 5571 EE328		34.45
	2771-331878		06/23/2015	HWY USER 1071 EE180		34.83
	2771-332674		06/29/2015	HWY USER 1071 EE180		21.53
	2771-332892		06/30/2015	SENIOR CENTER 5332 EE180		58.10
Check	07/09/2015	71778	Accounts Payable	OFFICE DEPOT		2,040.78
	Invoice		Date	Description		Amount
	775051507001		06/11/2015	OFFICE SUPPLIES FOR CITY CLERK		135.54
	775052906001		06/11/2015	OFFICE SUPPLIES FOR CITY CLERK		192.75
	775052907001		06/11/2015	OFFICE SUPPLIES FOR CITY CLERK		70.12
	775364092001		06/11/2015	OFFICE SUPPLIES FOR ADMIN		49.93
	776923679001		06/20/2015	OFFICE SUPPLIES FOR CITY ADMIN		41.07
	776408400001		06/22/2015	OFFICE SUPPLIES FOR PW		17.20
	776411146001		06/22/2015	OFFICE SUPPLIES FOR PW		190.42
	776063842001		06/19/2015	OFFICE SUPPLIES FOR COUNCIL		63.34
	776063841001		06/19/2015	OFFICE SUPPLIES FOR COUNCIL		1.13
	776063840001		06/18/2015	OFFICE SUPPLIES FOR COUNCIL		14.27
	776063745001		06/18/2015	OFFICE SUPPLIES FOR COUNCIL		131.04
	777868810001		06/29/2015	OFFICE SUPPLIES FOR RECREATION		20.66
	776750916001		06/26/2015	OFFICE SUPPLIES FOR RECREATION		10.35
	776750914001		06/29/2015	OFFICE SUPPLIES FOR RECREATION		9.60
	776743487001		06/29/2015	OFFICE SUPPLIES FOR RECREATION		844.62
	777547344001		06/25/2015	OFFICE SUPPLIES FOR PW		289.81
	776923678001		06/26/2015	CREDIT 771782552001		(41.07)
Check	07/09/2015	71779	Accounts Payable	OWEN , BYANKA		240.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/09/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	11014334		06/26/2015	TIRES FOR FIRE AMBULANCE VIN #5571	261.67	
Check	07/09/2015	71788	Accounts Payable	SALCEDO , JACQUELIN		240.00
	Invoice		Date	Description	Amount	
	8		06/30/2015	AQUATIC SWIM PROGRAM/ SPCEIAL NEEDS CHILDREN SERVICES	240.00	
Check	07/09/2015	71789	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		9,150.00
	Invoice		Date	Description	Amount	
	15-410		06/29/2015	INSTALLATION OF 7.5 TON TRANE PACKAGED H/P UNIT AT GYM	6,350.00	
	15-388		06/23/2015	A/C UNIT TO BE INSTALLED AT LIFT STATION 300 FOR VAPEX SYSTEM	2,800.00	
Check	07/09/2015	71790	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		19,613.82
	Invoice		Date	Description	Amount	
	2014-20		06/30/2015	SOLAR POWER DELIVERED - JUNE 2015	19,613.82	
Check	07/09/2015	71791	Accounts Payable	SILVA, EDGARDO		360.50
	Invoice		Date	Description	Amount	
	SILVA 070915		07/09/2015	TRAVEL - WACEMS MEETING	360.50	
Check	07/09/2015	71792	Accounts Payable	SMITH, RALPH E. SR.		720.00
	Invoice		Date	Description	Amount	
	23195		06/30/2015	RADIONUCLIDES ANALYSIS	720.00	
Check	07/09/2015	71793	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		11,452.50
	Invoice		Date	Description	Amount	
	6844		06/30/2015	LANDFILL FEES FROM 06/16/15-06/30/15	11,452.50	
Check	07/09/2015	71794	Accounts Payable	THE ARIZONA REPUBLIC		723.25
	Invoice		Date	Description	Amount	
	10007138		06/30/2015	AD FOR CHIEF OF POLICE	723.25	
Check	07/09/2015	71795	Accounts Payable	TIME WARNER CABLE		75.12
	Invoice		Date	Description	Amount	
	2016-00000019		07/09/2015	CABLE SERVICES FOR PD - JULY 2015	75.12	
Check	07/09/2015	71796	Accounts Payable	TRUCKMATES LLC		469.77
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 07/09/2015

Schedule J

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/09/2015	71802	Accounts Payable	DPE CONSTRUCTION, INC		226,015.00

Invoice	Date	Description	Amount
16207	06/30/2015	JOE ORDUNO NEW PARKING LOT PAVING PROJECT	226,015.00

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 1	$226,015.00
Checks:	1	$226,015.00	

Prepared By:
Maggie Dominguez
Date: 7/9/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/13/2015

Schedule K

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/13/2015	71804	Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC		71,218.00

Invoice	Date	Description	Amount
AP JUNE 2015	07/13/2015	AP JUNE 2015	71,218.00

1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 1	$71,218.00
Checks:	1	$71,218.00		

7/13/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 07/14/2015

Schedule L

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	07/14/2015	71805 Utility Management Refund	ARCE , JAVIER & WANDA		82.57
	Account Type		Account Number	Transaction Date	Transaction Type
	Residential		15082-007	07/01/2015	Refund - Account Credit
Check	07/14/2015	71806 Utility Management Refund	DESNOYERS , RONALD A		74.90
	Account Type		Account Number	Transaction Date	Transaction Type
Check	07/14/2015	71807 Utility Management Refund	JAUREGUI , EVANGELINA		76.45
	Account Type		Account Number	Transaction Date	Transaction Type
Check	07/14/2015	71808 Utility Management Refund	LLANES , ANA E		228.93
	Account Type		Account Number	Transaction Date	Transaction Type
Check	07/14/2015	71809 Utility Management Refund	LOPEZ , JOSE A		153.87
	Account Type		Account Number	Transaction Date	Transaction Type
Check	07/14/2015	71810 Utility Management Refund	MURRIETA-VELADOR , CELINA		147.10
	Account Type		Account Number	Transaction Date	Transaction Type
Check	07/14/2015	71811 Utility Management Refund	NUNEZ , CLAUDIA		23.08
	Account Type		Account Number	Transaction Date	Transaction Type
Check	07/14/2015	71812 Utility Management Refund	PEREZ , KARLA Y		58.50
	Account Type		Account Number	Transaction Date	Transaction Type
	Residential		19495-002	07/09/2015	Refund - Account Credit
Check	07/14/2015	71813 Utility Management Refund	SANCHEZ , RAUL V		95.83
	Account Type		Account Number	Transaction Date	Transaction Type
Check	07/14/2015	71814 Utility Management Refund	SIQUEIROS, ADRIAN & VIRGINIA GOBEA		107.61
	Account Type		Account Number	Transaction Date	Transaction Type
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 10		$1,048.84
	Checks:	10	$1,048.84		

Prepared By:
Maggie Dominguez
Date: 7/14/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/14/2015

Schedule M

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/14/2015	71815	Accounts Payable	PEREZ , JORGE		108.00
	Invoice		Date	Description		Amount
	PEREZ 071415		07/14/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM		108.00
Check	07/14/2015	71816	Accounts Payable	ROJAS, MANUEL		108.00
	Invoice		Date	Description		Amount
	ROJAS 071415		07/14/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM		108.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 2		$216.00

Checks: 2 $216.00

Prepared By:
Maggie Dominguez
Date: 7/14/15

Pay Day Register Report

Pay Date Range 07/01/15 - 07/31/15

Pay Batch 201507M

Schedule N

Pay Batch 201507M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	200.00
Total	0.0000	$7,750.00

Withholdings and Deductions		Gross Base
Gross	7,750.00	
FEDERAL TAX WITHHOLDING	37.05	5,365.81
SOCIAL SECURITY TAX	480.50	7,750.00
MEDICARE	112.36	7,750.00
STATE WITHHOLDING	137.71	5,365.81
ASRS Council	102.15	.00
ASRS LTD Council	1.08	.00
EODCRS - COUNCIL	72.00	.00
EODCRS - DISABILITY	1.13	.00
EORP COUNCIL RETIREMENT	747.50	.00
U.S. MEX DENTAL COUNCIL -	79.40	.00
U.S. MEX DENTAL COUNCIL -	99.12	.00
US & MEX HEALTH COUNCIL =	562.10	.00
US & MEX HEALTH COUNCIL = F	859.84	.00
VSP - VISION COUNCIL	35.10	.00
Net	$4,422.96	

Benefits	Amount
ASRS Council	102.15
ASRS LTD Council	1.08
EODCRS - COUNCIL	54.00
EODCRS - DISABILITY	1.13
EORP - LEGACY RATE COUNCIL	157.50
EORP COUNCIL RETIREMENT	1,351.25
U.S. MEX DENTAL COUNCIL - CHILD	51.04
U.S. MEX DENTAL COUNCIL - FAM	63.70
US & MEX DENTAL COUNCIL= EE	97.83
US & MEX HLTH COUNCIL = C	1,686.26
US & MEX HLTH COUNCIL = EE ONLY	1,625.19
US & MEX HLTH COUNCIL = F	2,579.54
VISION - COUNCIL SINGLE	40.72
VSP VISION- COUNCIL	30.57
Total	$7,841.96

Direct Deposits	Amount
1st Bank Yuma	713.71
Chase Bank	787.12
Federal Credit Union	860.32
REALTORS FED CRED UNION	551.37
Sunbank	413.44
Wells Fargo	381.70
Total	$3,707.66

Check $715.30

Prepared by RJEncinas

Peter S Thomas

Schedule O

Pay Day Register Report

Pay Date Range 06/27/15 - 07/10/15

Pay Batch 201514

PSPRS POLICE	7,690.28	66,011.03	WASHINGTON FEDERAL	3,140.03
STANDARD LIFE ADDTNL	722.60	.00	Wells Fargo	51,019.59
TRANSWESTERN MEXICAN	149.70	.00	Total	$213,206.36
U.S. MEX DENTAL - EE &	397.00	.00		
U.S. MEX DENTAL - EE &	119.10	.00	Check	$34,355.91
UNITED WAY	38.00	.00		
US & MEX DENTAL= FAMILY	768.18	.00		
US & MEX HEALTH = C	5,621.20	.00		
US & MEX HEALTH = FAMILY	4,084.24	.00		
US & MEX HEALTH = SP	1,545.83	.00		
VSP - VISION FAMILY	620.10	.00		
Net	$247,562.27			

Prepared by
RA Encinas

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/16/2015

Schedule P

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/16/2015	71834	Accounts Payable	PARTIDA , ENRIQUE		280.00
	Invoice		Date	Description		Amount
	004		07/15/2015	SUPERVISION & INSTRUCTING OF SUMMER PROGRAM 2015		280.00
Check	07/16/2015	71835	Accounts Payable	PAZ, DANIEL		460.96
	Invoice		Date	Description		Amount
	PAZ 072015		07/16/2015	TRAVEL - ESRI INTERNATIONAL USER CONFERENCE		460.96
Check	07/16/2015	71836	Accounts Payable	PETTY CASH/POLICE		25.34
	Invoice		Date	Description		Amount
	2015-00001302		06/30/2015	PETTY CASH REPORT 062615-062915		25.34
Check	07/16/2015	71837	Accounts Payable	TRANSWESTERN INSURANCE ADMIN		30.60
	Invoice		Date	Description		Amount
	2016-00000055		07/16/2015	INSURANCE FOR JULY 2015		30.60
Check	07/16/2015	71838	Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.		10,875.00
	Invoice		Date	Description		Amount
	15-121		06/30/2015	CONSTRUCTION MANAGEMENT/PROFESSIONAL CONCULTING SERVICES		3,625.00
	15-118		06/26/2015	CONSTRUCTION MANAGEMENT PROFESSIONAI CONSULTING FOR JOE ORDUNO		7,250.00
Check	07/16/2015	71839	Accounts Payable	VILLEGAS , JAZMIN		64.00
	Invoice		Date	Description		Amount
	007		07/04/2015	SHIRTS FOR RECREATION SUMMER PROGRAM 2015		64.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 23 $25,523.00

Checks: 23 $25,523.00

Prepared By: Maggie Dominguez
Date: 7/16/15

C 7/16/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/16/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/16/2015	71817	Accounts Payable	ARIZONA STATE UNIVERSITY		645.00
	Invoice		Date	Description		Amount
	1617173-82986882		07/15/2015	REGISTRATION FEE FOR 4TH CPM SESSION		645.00
Check	07/16/2015	71818	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		264.00
	Invoice		Date	Description		Amount
	061615		06/16/2015	INMATE LABOR PROJECT		264.00
Check	07/16/2015	71819	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		80.10
	Invoice		Date	Description		Amount
	06162015		06/16/2015	INMATE LABOR PROJECT--TRANSPORTATION COSTS		80.10
Check	07/16/2015	71820	Accounts Payable	BORDER FITNESS GYM		975.00
	Invoice		Date	Description		Amount
	00006		06/30/2015	GYM WELLNESS PROGRAM MONTHLY SERVICE FEES - JUNE2015		975.00
Check	07/16/2015	71821	Accounts Payable	CAZAREZ , KATHYA		280.00
	Invoice		Date	Description		Amount
	004		07/15/2015	SUPERVISION & INSTRUCTING OF SUMMER PROGRAM 2015		280.00
Check	07/16/2015	71822	Accounts Payable	CAZAREZ , MAYTE		280.00
	Invoice		Date	Description		Amount
	002		07/15/2015	SUPERVISION & INSTRUCTING OF SUMMER PROGRAM 2015		280.00
Check	07/16/2015	71823	Accounts Payable	CLARK , ANTHONY		560.00
	Invoice		Date	Description		Amount
	071615		07/15/2015	ASSISTANCE & INSTRUCTION WITH SUMMER PROGRAMS @ YOUTH CENTER		320.00
	063015		06/30/2015	ASSISTANCE AND INSTRUCTION WITH SUMMER PROGRAMS AT YOUTH CENTER		240.00
Check	07/16/2015	71824	Accounts Payable	DE LA HOYA, ARACELY		142.00
	Invoice		Date	Description		Amount
	DE LA HOYA071815		07/16/2015	TRAVEL - ANNUAL SENIOR CITIZEN TRIP		142.00
Check	07/16/2015	71825	Accounts Payable	DUARTE , GISEL		280.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/16/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	002		07/15/2015	SUPERVISION & INSTRUCTING OF SUMMER PROGRAM 2015	280.00	
Check	07/16/2015	71826	Accounts Payable	DURAN , CARMEN E		240.00
	Invoice		Date	Description	Amount	
	3		06/29/2015	AQUATIC SWIM PROGRAM/SPECIL NEEDS CHILDREN MAY 30 - JUNE 3 2015	240.00	
Check	07/16/2015	71827	Accounts Payable	EADS , ROBERT A		128.00
	Invoice		Date	Description	Amount	
	EADS 072115		07/16/2015	TRAVEL - AZ CITY/COUNTY MANAGEMENT ASSOCIATION CONFERENCE	128.00	
Check	07/16/2015	71828	Accounts Payable	ESPARZA , JUAN		115.00
	Invoice		Date	Description	Amount	
	7042015		07/15/2015	PURCHASE OF BANNER FOR 4TH OF JULY EVENT 2015	115.00	
Check	07/16/2015	71829	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description	Amount	
	90		07/10/2015	TRANSLATING SERVICES FOR COURT - 070615-071015	500.00	
Check	07/16/2015	71830	Accounts Payable	GUTIERREZ, ISAAC		263.00
	Invoice		Date	Description	Amount	
	GUTIERREZ 072015		07/16/2015	TRAVEL - ESRI INTERNATIONAL USER CONFERENCE	263.00	
Check	07/16/2015	71831	Accounts Payable	KCEC LA CAMPESINA 104.5FM		1,000.00
	Invoice		Date	Description	Amount	
	2016-00000036		07/15/2015	PUBLICITY & ADVERTISEMENT SERVICES FOR 4TH OF JULY EVENT 2015	1,000.00	
Check	07/16/2015	71832	Accounts Payable	LOPEZ , JAVIER		240.00
	Invoice		Date	Description	Amount	
	080715		07/15/2015	HIGH TOP TABLES FOR MAIN ST CUTTING EVENT	240.00	
Check	07/16/2015	71833	Accounts Payable	MACHADO MADRID , FRANCISCO ROGELIO		7,795.00
	Invoice		Date	Description	Amount	
	005201		07/15/2015	RENT OF CONCERT SOUND SYSTEM FOR 4TH OF JULY EVENT 2015	4,875.00	
	001611		07/15/2015	STAGE RENTAL FOR 4TH OF JULY EVENT 2015 @ JOE ORDUNO PARK	2,920.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/16/2015

Schedule Q

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	MACUIL 063015		06/30/2015	REIMBURSEMENT - UNIFORM SHIRT AND EMBROIDERY		44.20
Check	07/16/2015	71849	Accounts Payable	ORTIZ , ELIZABETH		50.00
	Invoice		Date	Description		Amount
	1841		07/16/2015	REIMBURSEMENT - DEPOSIT		50.00
Check	07/16/2015	71850	Accounts Payable	QUINONEZ , FRANCISCO		920.00
	Invoice		Date	Description		Amount
	14474		07/08/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	14477		07/08/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		150.00
	14542		07/09/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	14658		07/10/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES		75.00
	13789		07/01/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES		75.00
	14026		07/03/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES		75.00
	13357		06/25/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES		95.00
	13591		06/28/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES		75.00
	13602		06/29/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES		75.00
	13655		06/29/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES		75.00
	13735		06/30/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES		75.00
Check	07/16/2015	71851	Accounts Payable	VERA , EULOGIO		54.00
	Invoice		Date	Description		Amount
	VERA 063015		06/30/2015	REIMBURSEMENT - TAXI CAB FEES FROM/TO AIRPORT - UTILITY MGMT		54.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 12		$13,898.53

Checks: 12 $13,898.53

Prepared By:
Maggie Dominguez
Date: 7/16/15

C 7/16/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/16/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/16/2015	71840	Accounts Payable	ALCALA , SOFIA		50.00
	Invoice		Date	Description		Amount
	1566		07/16/2015	REIMBURSEMENT - DEPOSIT		50.00
Check	07/16/2015	71841	Accounts Payable	BORBON, MIREYA G.		47.35
	Invoice		Date	Description		Amount
	BORBON 071615		07/16/2015	REIMBURSEMENT - AFLAC INSURANCE FOR JUNE2015		47.35
Check	07/16/2015	71842	Accounts Payable	FIGUEROA, VICTOR		63.08
	Invoice		Date	Description		Amount
	FIGUEROA 063015		06/30/2015	REIMBURSEMENT - FOOD FOR OFFICERS DURING A SEARCH WARRANT DETAIL		63.08
Check	07/16/2015	71843	Accounts Payable	FRANCO , AIDA		50.00
	Invoice		Date	Description		Amount
	1840		07/16/2015	REIMBURSEMENT - DEPOSIT		50.00
Check	07/16/2015	71844	Accounts Payable	KASID, B ADILIA		40.00
	Invoice		Date	Description		Amount
	KASID 063015		06/30/2015	REIMBURSEMENT - DEPOSIT BAGS PURCHASED FROM 1ST BANK YMA		40.00
Check	07/16/2015	71845	Accounts Payable	KUKUK'S WAREHOUSE STEREO INC		12,494.90
	Invoice		Date	Description		Amount
	2015-00001304		06/30/2015	NEW SOUND SYSTEM FOR CULTURAL CENTER - FINAL PYMT		12,494.90
Check	07/16/2015	71846	Accounts Payable	LADINO , NIDIA		35.00
	Invoice		Date	Description		Amount
	22739		07/16/2015	REIMBURSEMENT - CANCELLATION OF SWIMMING LESSONS		35.00
Check	07/16/2015	71847	Accounts Payable	LINAREZ , SARA		50.00
	Invoice		Date	Description		Amount
	1844		07/16/2015	REIMBURSEMENT - DEPOSIT		50.00
Check	07/16/2015	71848	Accounts Payable	MACUIL , KAY		44.20
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 07/16/2015

Schedule R

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2016-00000027		07/16/2015	533 - GARNISHMENT		85.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 18		$43,860.36
	Checks:	18	$43,860.36			

Prepared By:
Maggie Dominguez
Date: 7/16/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/16/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/16/2015	71852	Accounts Payable	ACOSTA , ZAIRA		225.00
	Invoice		Date	Description		Amount
	1838		07/16/2015	REIMBURSEMENT - DEPOSIT/RESERVATION - CANCELLED		225.00
Check	07/16/2015	71853	Accounts Payable	BURSEY & ASSOCIATES, P.C.		80.13
	Invoice		Date	Description		Amount
	2016-00000023		07/16/2015	711 - GARNISHMENT		80.13
Check	07/16/2015	71854	Accounts Payable	FOP/ALC		236.00
	Invoice		Date	Description		Amount
	2016-00000028		07/16/2015	714 - FOP/ALC		236.00
Check	07/16/2015	71855	Accounts Payable	LUNA, JESUS ENRIQUE		142.00
	Invoice		Date	Description		Amount
	LUNA 071815		07/16/2015	TRAVEL - ANNUAL SENIOR CITIZEN TRIP		142.00
Check	07/16/2015	71856	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		126.00
	Invoice		Date	Description		Amount
	2016-00000049		07/16/2015	562 - EODCRS - COUNCIL*		126.00
Check	07/16/2015	71857	Accounts Payable	PONCE , ADRIANA		164.31
	Invoice		Date	Description		Amount
	2016-00000025		07/16/2015	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	07/16/2015	71858	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2,098.75
	Invoice		Date	Description		Amount
	2016-00000050		07/16/2015	735 - EORP COUNCIL RETIREMENT*		2,098.75
Check	07/16/2015	71859	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		157.50
	Invoice		Date	Description		Amount
	2016-00000051		07/16/2015	62 - EORP - LEGACY RATE COUNCIL		157.50
Check	07/16/2015	71860	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		34,683.37
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/16/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2016-00000052		07/16/2015	501 - PSPRS POLICE*	34,683.37	
Check	07/16/2015	71861	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		940.97
	Invoice		Date	Description	Amount	
	2016-00000053		07/16/2015	31 - PSPRS - ALTERNATE CONTRIBUTION	940.97	
Check	07/16/2015	71862	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2.26
	Invoice		Date	Description	Amount	
	2016-00000054		07/16/2015	561 - EODCRS - DISABILITY *	2.26	
Check	07/16/2015	71863	Accounts Payable	RODRIGUEZ , MARCOS		142.00
	Invoice		Date	Description	Amount	
	RODRIGUEZ 071815		07/16/2015	TRAVEL - ANNUAL SENIOR CITIZEN TRIP	142.00	
Check	07/16/2015	71864	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		345.00
	Invoice		Date	Description	Amount	
	2016-00000056		07/16/2015	539 - ASK COPS - SLPD	345.00	
Check	07/16/2015	71865	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,608.57
	Invoice		Date	Description	Amount	
	2016-00000026		07/16/2015	532 - GARNISHMENT - CHILD SUPPORT*	3,608.57	
Check	07/16/2015	71866	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		38.00
	Invoice		Date	Description	Amount	
	2016-00000057		07/16/2015	705 - UNITED WAY	38.00	
Check	07/16/2015	71867	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		643.50
	Invoice		Date	Description	Amount	
	2016-00000030		07/16/2015	543 - IAFF- FIRE DEPT	643.50	
Check	07/16/2015	71868	Accounts Payable	VARELA, MARIA TERESA		142.00
	Invoice		Date	Description	Amount	
	VARELA 071815		07/16/2015	TRAVEL - ANNUAL SENIOR CITIZEN TRIP	142.00	
Check	07/16/2015	71869	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 07/16/2015

Schedule S

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/16/2015	71870	Accounts Payable	ARIZONA PUBLIC SERVICE		1,199.61
	Invoice		Date	Description		Amount
	245918289JULY15		07/07/2015	ELECTRICITY - 707 N 1ST AVE		1,011.48
	014832287JULY15		07/06/2015	ELECTRICITY - 1170 N LAKIN DR SLIFT		27.32
	097522284JULY15		07/16/2015	ELECTRICITY - 788 W BST		160.81
Check	07/16/2015	71871	Accounts Payable	DE LA HOYA , TADEO		108.14
	Invoice		Date	Description		Amount
	DE LA HOYA071615		07/16/2015	REIMBURSEMENT - UNIFORM SHIRTS PURCHASED		108.14
Check	07/16/2015	71872	Accounts Payable	FLEET FUELING		2,229.66
	Invoice		Date	Description		Amount
	41373297		06/30/2015	FUEL FOR VARIOUS DEPARTMENTS FOR THE MONTH OF JUNE 2015		2,229.66
Check	07/16/2015	71873	Accounts Payable	IGLESIA DE CRISTO		100.00
	Invoice		Date	Description		Amount
	01896		07/16/2015	REIMBURSEMENT - DEPOSIT		100.00
Check	07/16/2015	71874	Accounts Payable	RIVERA , MARIA ELENA		150.00
	Invoice		Date	Description		Amount
	2016-00000043		07/15/2015	RESTITUTION PAYMENT		150.00
Check	07/16/2015	71875	Accounts Payable	STANDARD PRINTING COMPANY, INC		1,401.33
	Invoice		Date	Description		Amount
	243310		07/02/2015	OUTSOURCE FOR PRINTING/PREPARING MONTHLY BILL		1,401.33
Check	07/16/2015	71876	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		7,381.01
	Invoice		Date	Description		Amount
	9747800548		06/22/2015	MONTHLY STATEMENT CELL PHONE CHARGES 6092 - 052315-062215		4,485.28
	9747596404		06/19/2015	MONTHLY STATEMENT DATA CHARGES 7273 - 052015-061915		1,507.88
	9747836372		06/23/2015	MONTHLY STATEMENT MDC CHARGES 4499 - 052415-062315		1,387.85
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 7		$12,569.75
	Checks:	7	$12,569.75			

Prepared By:
Maggie Dominguez
Date: 7/16/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Schedule T

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2015	71946	Accounts Payable	YUMA OFFICE EQUIPMENT		2,334.08
	Invoice		Date	Description		Amount
	2015-00001303		06/30/2015	CONTRCT: 768, 769, 1188, 1046, 1162, 1104, 1105, 1103,1209		2,334.08
Check	07/17/2015	71947	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		494.70
	Invoice		Date	Description		Amount
	7093		06/29/2015	BUSINESS CARDS FOR Y. DUENAS & BLANK 2ND SHEETS		146.81
	07095		06/29/2015	END OF THE YEAR BROCHURES		347.89
Check	07/17/2015	71948	Accounts Payable	YUMA SUN, INC		4,399.01
	Invoice		Date	Description		Amount
	26320		07/15/2015	NEWSPAPER SUBSCRIPTION RENEWAL - COUNCIL		168.00
	64408		06/15/2015	PUBLICITY & ADVERTISEMENT FOR 4TH OF JULY EVENT 2015		350.00
	64412		06/24/2015	PUBLICITY & ADVERTISEMENT FOR 4TH OF JULY EVENT 2015		500.00
	64410		06/26/2015	PUBLICITY & ADVERTISEMENT FOR 4TH OF JULY EVENT 2015		350.00
	60510		04/17/2015	PUBLICITY & ADVERTISEMENT FOR 4TH OF JULY EVENT 2015		599.00
	60038		04/24/2015	PUBLICITY & ADVERTISEMENT FOR 4TH OF JULY EVENT 2015		349.00
	053115		05/31/2015	SERVICE CHARGE		14.22
	063015		06/30/2015	SERVICE CHARGE		14.22
	64113		06/09/2015	TELECOMMUNICATION AD		71.18
	64554		06/15/2015	CUP MEDI AD		66.43
	64984		06/23/2015	VARIANCE AD 2014-333		68.80
	65456		06/29/2015	REZONING CASE AD 2015-012		87.78
	63552		06/14/2015	BID AD FOR BEACH STREET PROJECT		308.42
	64878		06/26/2015	ORDINANCE 337 AD		1,451.96
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 72		$332,051.10

Checks: 72 $332,051.10

Prepared By:
Maggie Dominguez
Date: 7/17/15

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/17/2015	71877	Accounts Payable	AFLAC		5,170.80

Invoice	Date	Description	Amount
2016-00000048	07/16/2015	INSURANCE FOR JUNE 2015	5,170.80

Check 07/17/2015 71878 Accounts Payable ALSCO, INC 2,247.43

Invoice	Date	Description	Amount
LYUM979971	06/30/2015	UNIFORM SHORTS FOR SL FIREFIGHTERS	493.27
LYUM972848	06/05/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	83.28
LYUM974786	06/12/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	78.60
LYUM976685	06/19/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	78.60
LYUM978593	06/26/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	78.60
LYUM972850	06/05/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	89.26
LYUM974788	06/12/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	85.26
LYUM976687	06/19/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	85.26
LYUM978595	06/26/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	85.26
LYUM972847	06/05/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	31.67
LYUM974785	06/12/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	29.89
LYUM976684	06/19/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	29.89
LYUM978592	06/26/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	29.89
LYUM972855	06/05/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	86.80
LYUM974793	06/12/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	81.62
LYUM976692	06/19/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	81.62
LYUM978600	06/26/2015	UNIFORM SERVICE FOR PW PERSONNEL - JUNE 2015	88.26
LYUM972849	06/05/2015	UNIFORM SERVICES FOR METER READERS - JUNE 2015	15.68
LYUM974787	06/12/2015	UNIFORM SERVICES FOR METER READERS - JUNE 2015	15.68
LYUM976686	06/19/2015	UNIFORM SERVICES FOR METER READERS - JUNE 2015	15.68
LYUM978594	06/26/2015	UNIFORM SERVICES FOR METER READERS - JUNE 2015	15.68
LYUM972854	06/05/2015	UNIFORM SERVICES FOR PARKS EMPLOYEES FOR THE MONTH OF JUNE2015	71.12
LYUM974792	06/12/2015	PARKS EMPLOYEES FOR THE MONTH OF JUNE2015	70.19
LYUM976691	06/19/2015	PARKS EMPLOYEES FOR THE MONTH OF JUNE2015	70.19
LYUM972853	06/05/2015	FACILITIES UNIFORM & CONTRACTUAL SERVICES FOR JUNE 2015	58.65
LYUM974791	06/12/2015	FACILITIES UNIFORM & CONTRACTUAL SERVICES FOR JUNE 2015	55.35
LYUM976690	06/19/2015	FACILITIES UNIFORM & CONTRACTUAL SERVICES FOR JUNE 2015	55.35

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	LYUM978598		06/26/2015	FACILITIES UNIFORM & CONTRACTUAL SERVICES FOR JUNE 2015	55.35	
	LYUM978779		06/26/2015	FACILITIES UNIFORM & CONTRACTUAL SERVICES FOR JUNE 2015	13.28	
	LYUM972852		06/05/2015	FLEET SERVICES UNIFORM & CONTRACTUAL SERVICES FOR MONTH OF JUNE	30.78	
	LYUM974790		06/12/2015	FLEET SERVICES UNIFORM & CONTRACTUAL SERVICES FOR MONTH OF JUNE	28.99	
	LYUM976689		06/19/2015	FLEET SERVICES UNIFORM & CONTRACTUAL SERVICES FOR MONTH OF JUNE	29.44	
	LYUM978597		06/26/2015	FLEET SERVICES UNIFORM & CONTRACTUAL SERVICES FOR MONTH OF JUNE	28.99	
Check	07/17/2015	71879	Accounts Payable	AMBERLY'S PLACE		6,500.00
	Invoice		Date	Description	Amount	
	10148		06/30/2015	ADVOCACY SERVICES FOR JUNE 2015	3,250.00	
	10144		06/25/2015	ADVOCACY SERVICES FOR MAY 2015	3,250.00	
Check	07/17/2015	71880	Accounts Payable	AMERICAN RED CROSS		245.00
	Invoice		Date	Description	Amount	
	10379258		06/17/2015	WSI CERTIFICATION FEE FOR AQUATIC CENTER LIFEGUARDS	245.00	
Check	07/17/2015	71881	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		825.00
	Invoice		Date	Description	Amount	
	2033		07/07/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	2034		07/09/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	2035		07/09/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	2027		07/03/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	2028		07/03/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	2029		07/04/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	2030		07/05/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	2031		07/05/2015	TOW SERVICE FOR SLPD IMPOUNDED VEHICLES	75.00	
	2013		06/21/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	2025		06/29/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
	2026		06/30/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00	
Check	07/17/2015	71882	Accounts Payable	ARIZONA CITY/COUNTY MANAGEMENT		267.82
	Invoice		Date	Description	Amount	
	2016-00000038		07/15/2015	FY 2015-2016 MEMBERHSIP DUES FOR ROBERT A. EADS	267.82	
Check	07/17/2015	71883	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT		33,377.35

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	JUNE 2015		06/30/2015	SALES TAX - JUNE 2015		629.62
	JUNE 2015		07/16/2015	SALES TAX - JUNE 2015		32,747.73
Check	07/17/2015	71884	Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.		11,689.86
	Invoice		Date	Description		Amount
	INV0012665		06/30/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		2,697.32
	INV0012487		06/30/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		1,023.15
	INV0012486		06/18/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		615.44
	INV0012619		06/30/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		574.64
	INV0012514		06/22/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		8,320.32
	CRN0001689		06/30/2015	CREDIT NOTE		(3,029.92)
	INV0012513		06/30/2015	EMERGENCY LIGHTS/SIRENS FOR DETECTIVE VEHICLES		1,488.91
Check	07/17/2015	71885	Accounts Payable	ARIZONA MEXICO COMMISSION		1,250.00
	Invoice		Date	Description		Amount
	1336		07/15/2015	AMC ANNUAL COPPER SPONSORSHIP RENEWAL		1,250.00
Check	07/17/2015	71886	Accounts Payable	ARIZONA STATE TREASURER		33,294.60
	Invoice		Date	Description		Amount
	JUNE 2015		07/15/2015	FUNDS COLLECTED FOR JUNE 2015		33,294.60
Check	07/17/2015	71887	Accounts Payable	ARIZONA STATE UNIVERSITY		270.00
	Invoice		Date	Description		Amount
	1677946-83492643		07/09/2015	MLI MAXIMIZING YOUR TEAM POTENTIAL SEMINAR - O.JENKINS		270.00
Check	07/17/2015	71888	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		212.14
	Invoice		Date	Description		Amount
	2015-00001307		06/30/2015	INMATE LABOR PROJECT		212.14
Check	07/17/2015	71889	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		80.10
	Invoice		Date	Description		Amount
	071015		07/10/2015	INMATE LABOR PROJECT--TRANSPORTATION COSTS		17.16
	2015-00001306		06/30/2015	INMATE LABOR PROJECT--TRANSPORTATION COSTS		62.94

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2015	71890	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		57.86
	Invoice		Date	Description		Amount
	07102015		07/15/2015	INMATE LABOR PROJECT		57.86
Check	07/17/2015	71891	Accounts Payable	CDWG		4,467.29
	Invoice		Date	Description		Amount
	VG99289		05/05/2015	SCVN 3Y LCD TV		64.34
	WK59698		06/27/2015	IVO 3Y DEPOT/ADP		374.39
	WH22972		06/23/2015	LENOVO LAPTOP WARRANTY		177.64
	WD53898		06/16/2015	PRINTER FOR PW		3,599.05
	VW31723		06/04/2015	LAPTOP WARRANTY		177.64
	VD10633		04/29/2015	WARRANTY FOR LOBBY		74.23
Check	07/17/2015	71892	Accounts Payable	CENTURYLINK		96.23
	Invoice		Date	Description		Amount
	2015-00001309		06/30/2015	LONG DISTANCE PHONE SERVICE - JUNE 2015		96.23
Check	07/17/2015	71893	Accounts Payable	CLARIDGE , JEREMY J.		1,600.00
	Invoice		Date	Description		Amount
	20179		07/08/2015	ATTORNEY FEES		400.00
	20178		07/08/2015	ATTORNEY FEES		400.00
	20177		07/08/2015	ATTORNEY FEES		400.00
	20176		07/08/2015	ATTORNEY FEES		400.00
Check	07/17/2015	71894	Accounts Payable	CORE ENGINEERING GROUP, PLLC		988.00
	Invoice		Date	Description		Amount
	2352		05/21/2015	LAS QUINTAS SUBDIVISION REVIEW		988.00
Check	07/17/2015	71895	Accounts Payable	D & H ELECTRIC INC.		500.00
	Invoice		Date	Description		Amount
	6833		06/24/2015	OMNI INSTALLATION AT LAKIN LIFTSTATION		500.00
Check	07/17/2015	71896	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		35.00
	Invoice		Date	Description		Amount
	25302		07/01/2015	DOCUMENT SHREDDING SERVICE		35.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2015	71897	Accounts Payable	DESERT WATER		796.78

Invoice	Date	Description	Amount
59536	06/09/2015	WATER SERVICE FOR PW PERSONNEL - JUNE 2015	99.65
59473	06/02/2015	WATER SERVICE FOR PW PERSONNEL - JUNE 2015	66.45
59588	06/15/2015	WATER SERVICE FOR PW PERSONNEL - JUNE 2015	77.50
59650	06/23/2015	WATER SERVICE FOR PW PERSONNEL - JUNE 2015	110.70
59683	06/30/2015	WATER SERVICE FOR PW PERSONNEL - JUNE 2015	88.57
59107	04/24/2015	PURCHASE OF WATER FOR PARKS EMPLOYEES	44.30
1360513104	05/11/2015	PURCHASE OF WATER FOR PARKS EMPLOYEES	87.36
59499	06/04/2015	PURCHASE OF WATER FOR PARKS EMPLOYEES	22.14
1360515906	06/08/2015	PURCHASE OF WATER FOR PARKS EMPLOYEES	65.52
1360517301	06/22/2015	PURCHASE OF WATER FOR PARKS EMPLOYEES	65.52
59649	06/23/2015	PURCHASE OF WATER FOR PARKS EMPLOYEES	42.07
54095	06/30/2015	PURCHASE OF WATER FOR PARKS EMPLOYEES	27.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2015	71898	Accounts Payable	DOLLAR GENERAL		70.37

Invoice	Date	Description	Amount
2016-00000033	07/15/2015	RESTITUTION PAYMENT	10.37
2016-00000047	07/15/2015	RESTITUTION PAYMENT	60.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2015	71899	Accounts Payable	ECIVIS, INC		2,100.00

Invoice	Date	Description	Amount
104417	06/23/2015	GRANT WRITING SERVICES FOR PD	2,100.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2015	71900	Accounts Payable	FACTOR SALES, INC.		276.78

Invoice	Date	Description	Amount
895	06/30/2015	PURCHASE OF FORMS FOR RECREATION ACTIVITIES REGISTRATIONS	276.78

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2015	71901	Accounts Payable	FRESH TERRA SERVICES LLC		1,238.00

Invoice	Date	Description	Amount
4134	06/30/2015	LAB SERVICES/TESTING FOR EAST WWTP	778.00
4133	06/30/2015	LAB SERVICES/TESTING F/ WEST WWTP	170.00
4131	06/30/2015	LAB SERVICES/TESTING F/ WEST WWTP	290.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/17/2015	71902	Accounts Payable	G&T ALARM CO LLC		78.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	11691		07/01/2015	QUARTERLY ALARM MONITORING - COURT		78.00
Check	07/17/2015	71903	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		2,064.01
	Invoice		Date	Description		Amount
	0203		06/23/2015	FIRST AID RESTOCK FOR UTILITIES, FINANCE, HR AND COM DEV		163.84
	0201		06/23/2015	FIRST AID KIT SUPPLIES FOR CITY ADMIN WING		198.15
	0210		06/24/2015	FIRST AID PRODUCTS FOR COURTS		163.28
	0209		06/24/2015	RESTOCK FIRST AID KIT/WATER DIVISION		173.25
	0208		06/24/2015	FIRST AID KIT REFILL & SUPPLIES		169.92
	0204		06/23/2015	RESTOCK FIRST AID KIT (HWY USERS/SANITATION DIVISIONS)		153.32
	0206		06/23/2015	PURCHASE OF ITEMS FOR FIRST AID KIT FOR GYM AREA		379.15
	0211		06/24/2015	PURCHASE OF ITEMS FOR FIRST AID KIT FOR GYM AREA		216.42
	0212		06/25/2015	PURCHASE OF ITEMS FOR FIRST AID KIT FOR GYM AREA		192.62
	0205		06/23/2015	PURCHASE OF ITEMS FOR FIRST AID KIT FOR GYM AREA		254.06
Check	07/17/2015	71904	Accounts Payable	GREEN RUBBER- KENNEDY AG		2,168.24
	Invoice		Date	Description		Amount
	Y-538596		06/05/2015	EQUIPMENT USED TO POWER WASH CARS,MANHOLES, WALLS & PUMPS		2,168.24
Check	07/17/2015	71905	Accounts Payable	IPS GROUP INC		739.70
	Invoice		Date	Description		Amount
	12552		06/30/2015	MONTHLY MAINTENANCE FOR PARKING METERS		739.70
Check	07/17/2015	71906	Accounts Payable	LOOMIS		1,083.89
	Invoice		Date	Description		Amount
	11644706		06/30/2015	ARMORED CAR SERVICE, FUEL & INSURANCE FEES		1,083.89
Check	07/17/2015	71907	Accounts Payable	MARQUEZ , ALONSO E		15.00
	Invoice		Date	Description		Amount
	2016-00000046		07/15/2015	OVERPAYMENT		15.00
Check	07/17/2015	71908	Accounts Payable	MAYA'S CONSTRUCTION LLC.		6,030.60
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	374		06/30/2015	REPAIR BATHROOMS & OFFICE ENTRANCE AT GYM	6,030.60	
Check	07/17/2015	71909	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		25,838.95
	Invoice		Date	Description	Amount	
	511477		07/01/2015	DIESEL FUEL FOR EMERGENCY GENERATORS	686.42	
	828720		06/30/2015	FUEL FOR CITY VEHICLES - JUNE 2015	25,152.53	
Check	07/17/2015	71910	Accounts Payable	MGM INTERNET SOLUTIONS, INC		45.00
	Invoice		Date	Description	Amount	
	36348		07/01/2015	MONTHLY DOMAIN /HOSTING SLPD WEBSITE -JULY 2015	45.00	
Check	07/17/2015	71911	Accounts Payable	MONEY HANDLING MACHINES INC		1,032.98
	Invoice		Date	Description	Amount	
	2016-00000032		07/15/2015	CONTRACT RENEWAL F/ BOTH CURRENCY COUNTERS - 070415-070316	1,032.98	
Check	07/17/2015	71912	Accounts Payable	NEEDTHESE.COM		13,157.93
	Invoice		Date	Description	Amount	
	0018557-IN		05/29/2015	COMPUTER FOR BUSINESS INCUBATOR	161.07	
	0018567-IN		06/25/2015	JAIL CAMERAS FOR PD	12,996.86	
Check	07/17/2015	71913	Accounts Payable	NICKLAUS ENGINEERING		907.50
	Invoice		Date	Description	Amount	
	0025606		06/30/2015	WS#7 FILTRATION IMPROVEMENTS	907.50	
Check	07/17/2015	71914	Accounts Payable	ORTIZ , ALEJANDRO C		141.10
	Invoice		Date	Description	Amount	
	2016-00000045		07/15/2015	OVERPAYMENT	141.10	
Check	07/17/2015	71915	Accounts Payable	PG COMMUNICATION TECH LLC		5,902.61
	Invoice		Date	Description	Amount	
	209		06/29/2015	REPLACE ALL PARKS/RET BASIN LIGHTING W/LED - FINAL PYMT	5,902.61	
Check	07/17/2015	71916	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		135.00
	Invoice		Date	Description	Amount	
	856		07/02/2015	MONTHLY PEST CONTROL / SUMMER / K-9S	45.00	
	857		07/02/2015	MONTHLY PEST CONTROL / SUMMER / K-9S	45.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	907		07/06/2015	MONTHLY PEST CONTROL / SUMMER / K-9S	45.00	
Check	07/17/2015	71917	Accounts Payable	PUMP SYSTEMS INC.		11,884.89
	Invoice		Date	Description	Amount	
	00041929		06/30/2015	REPLACE CASING F/ SUBMERSIBLE PUMP #3@LIFTSTATION #300	2,758.60	
	00041928		06/30/2015	REPAIR/MAINTENANCE TO SUBMERSIBLE PUMP F/ LIFTSTATION #300	9,126.29	
Check	07/17/2015	71918	Accounts Payable	QUAIL CONSTRUCTION, LLC		1,089.32
	Invoice		Date	Description	Amount	
	53116		06/25/2015	TRAFFIC SAFETY STREET SIGNS FOR 8TH AVE (SAN LUIS HIGH SCHOOL)	1,089.32	
Check	07/17/2015	71919	Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC		14,302.79
	Invoice		Date	Description	Amount	
	SL-0814-07		06/30/2015	MONTHLY RETAINER FOR JAN 2015	2,083.33	
	SL-0814-08		06/30/2015	MONTHLY RETAINER FOR FEB 2015	2,083.33	
	SL-0814-09		06/30/2015	MONTHLY RETAINER FOR MAR 2015	2,083.33	
	SL-0814-10		06/30/2015	MONTHLY RETAINER FOR APR 2015	2,083.33	
	SL-0814-11		06/30/2015	MONTHLY RETAINER FOR MAY 2015	3,886.14	
	SL-0814-12		06/30/2015	MONTHLY RETAINER FOR JUN 2015	2,083.33	
Check	07/17/2015	71920	Accounts Payable	REAL PURIFIED WATER LLC		101.10
	Invoice		Date	Description	Amount	
	8490		06/04/2015	DRINKING WATER FOR SLFD - JUNE 2015	12.00	
	8528		06/04/2015	DRINKING WATER FOR SLFD - JUNE 2015	13.50	
	8595		06/11/2015	DRINKING WATER FOR SLFD - JUNE 2015	24.00	
	8753		06/18/2015	DRINKING WATER FOR SLFD - JUNE 2015	18.00	
	8504		06/23/2015	DRINKING WATER FOR SLFD - JUNE 2015	13.50	
	8823		06/25/2015	DRINKING WATER FOR SLFD - JUNE 2015	20.10	
Check	07/17/2015	71921	Accounts Payable	RODRIGUEZ , JONATHAN		130.00
	Invoice		Date	Description	Amount	
	2016-00000044		07/15/2015	RESTITUTION PAYMENT	130.00	
Check	07/17/2015	71922	Accounts Payable	RON TURLEY ASSOCIATES INC.		748.00
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	2016-00000037		07/15/2015	RTA HOSTING SERVICES FOR FLEET SERVICES	748.00	
Check	07/17/2015	71923	Accounts Payable	SAM'S CLUB		325.26
	Invoice		Date	Description	Amount	
	009155		06/24/2015	PURCHASE HOSES & HOSE CARTS FOR FACILITIES	325.26	
Check	07/17/2015	71924	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		1,250.00
	Invoice		Date	Description	Amount	
	15-149		06/30/2015	REPLACE COMPRESSOR INCLUDING RECHARGE R22 AT SENIOR CENTER	1,250.00	
Check	07/17/2015	71925	Accounts Payable	SANCHEZ , BRAULIO S		1,200.00
	Invoice		Date	Description	Amount	
	105		07/08/2015	ATTORNEY FEES	400.00	
	103		07/02/2015	ATTORNEY FEES	400.00	
	104		07/02/2015	ATTORNEY FEES	400.00	
Check	07/17/2015	71926	Accounts Payable	SHUCK DRILLING COMPANY LLC		12,836.86
	Invoice		Date	Description	Amount	
	7481		06/26/2015	EMERGENCY: REPLACE SUBMERSIBLE MOTOR F/ WELL #8@WS#4	12,836.86	
Check	07/17/2015	71927	Accounts Payable	SMITH, RALPH E. SR.		5,418.00
	Invoice		Date	Description	Amount	
	23307		06/30/2015	DBP FINAL	1,650.00	
	23216		06/30/2015	MICROBIOLOGICAL ANALYSIS - COMPLIANCE TESTING - JUNE 2015	750.00	
	23283		06/30/2015	IOC ANNUAL NITRATE	1,908.00	
	23306		06/30/2015	VOC ANALYSIS - EPDS	1,110.00	
Check	07/17/2015	71928	Accounts Payable	SOUTHWEST EXCHANGE INC		11,607.69
	Invoice		Date	Description	Amount	
	17		06/30/2015	MATERIAL TO FERTILIZE RETENTION BASIN @ LOS ALAMOS PROJECT	11,607.69	
Check	07/17/2015	71929	Accounts Payable	STRYKER SALES CORPORATION		79,390.51
	Invoice		Date	Description	Amount	
	4252395 DM		06/30/2015	POWERED ASSISTED PATIENT TRANSPORTS & LOADING SYSTEMS (GURNEYS)	79,390.51	
Check	07/17/2015	71930	Accounts Payable	THE UPS STORE		196.50

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2073		06/04/2015	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS		20.91
	2077		06/08/2015	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS		13.41
	2088		06/22/2015	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS		128.79
	2091		06/29/2015	SHIPPING CHARGES FOR VARIOUS ITEMS AND DEPARTMENTS		33.39
Check	07/17/2015	71931	Accounts Payable	TIME WARNER CABLE		1,573.01
	Invoice		Date	Description		Amount
	2598JULY15		07/15/2015	ISP FOR MUNICIPAL COURT - JULY2015		1,573.01
Check	07/17/2015	71932	Accounts Payable	TIMECLOCK PLUS		2,259.77
	Invoice		Date	Description		Amount
	360849		07/15/2015	CONTRACT RENEWAL - 080415-080316		2,259.77
Check	07/17/2015	71933	Accounts Payable	US POST MASTER		2,460.84
	Invoice		Date	Description		Amount
	117671		07/02/2015	MONTHLY POSTAGE FOR UTILITY MAILING - JULY2015		2,460.84
Check	07/17/2015	71934	Accounts Payable	VARGAS , HECTOR A		200.00
	Invoice		Date	Description		Amount
	2016-00000031		07/15/2015	RESTITUTION PAYMENT		200.00
Check	07/17/2015	71935	Accounts Payable	VILLAR, GLORIA		150.00
	Invoice		Date	Description		Amount
	2016-00000039		07/15/2015	RESTITUTION PAYMENT		100.00
	2016-00000040		07/15/2015	RESTITUTION PAYMENT		50.00
Check	07/17/2015	71936	Accounts Payable	WAL-MART RESTITUTION RECOVERY		260.00
	Invoice		Date	Description		Amount
	2016-00000034		07/15/2015	RESTITUTION PAYMENT		60.00
	2016-00000035		07/15/2015	RESTITUTION PAYMENT		40.00
	2016-00000041		07/15/2015	RESTITUTION PAYMENT		120.00
	2016-00000042		07/15/2015	RESTITUTION PAYMENT		40.00
Check	07/17/2015	71937	Accounts Payable	WESTERN SUN SYSTEMS, INC		323.95
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/17/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	29569		06/24/2015	PROXY SYSTEM TEST FOR FIRE DEPT	323.95	
Check	07/17/2015	71938	Accounts Payable	WESTWOODS OF YUMA INC.		1,067.12
	Invoice		Date	Description	Amount	
	3661		06/26/2015	RECOVER BILLARD TABLE FOR THE SENIOR CENTER	1,067.12	
Check	07/17/2015	71939	Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER		150.00
	Invoice		Date	Description	Amount	
	JUNE 2015		07/15/2015	FUNDS COLLECTED FOR JUNE 2015	150.00	
Check	07/17/2015	71940	Accounts Payable	YUMA COUNTY HEALTH DEPT.		44.00
	Invoice		Date	Description	Amount	
	A150608		06/30/2015	J.MCGREW VACCINE	44.00	
Check	07/17/2015	71941	Accounts Payable	YUMA COUNTY HUMANE SOCIETY		4,912.00
	Invoice		Date	Description	Amount	
	JUNE 2015		06/30/2015	KENNELING SERVICES FOR JUNE 2015	4,912.00	
Check	07/17/2015	71942	Accounts Payable	YUMA COUNTY JUSTICE COURT ADMIN.		2,313.08
	Invoice		Date	Description	Amount	
	1		06/17/2015	INTERPRETER SERVICES FOR THE COURT	2,313.08	
Check	07/17/2015	71943	Accounts Payable	YUMA COUNTY TREASURER		152.44
	Invoice		Date	Description	Amount	
	JUNE 2015		07/15/2015	FUNDS COLLECTED FOR JUNE 2015	152.44	
Check	07/17/2015	71944	Accounts Payable	YUMA COUNTY WATER USERS		15.00
	Invoice		Date	Description	Amount	
	2015-00001305		06/30/2015	APPLICATION FEE FOR WATER SERIAL 1939-139	15.00	
Check	07/17/2015	71945	Accounts Payable	YUMA NURSERY SUPPLY		1,464.26
	Invoice		Date	Description	Amount	
	270217		06/26/2015	PURCHASEOF FERTILIZER AND SPRINKLERS MATERIAL FOR JOE ORDUNO	211.45	
	269421		06/08/2015	PURCHASEOF FERTILIZER AND SPRINKLERS MATERIAL FOR JOE ORDUNO	1,252.81	

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. A.**

Meeting Date: 07/29/2015

Department Head: Jenny Torres, Community Development Director, Community Development Department

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

Action Requested: Motion

ITEM:

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

SUMMARY:

The City of San Luis intends to award CEMEX Construction Materials South LLC the construction contract for Beach Street Sewer main and Roadway Improvement Project in the amount of $239,674.00. The contractor was selected competitively by seal bids and was the lowest bidder determined to be qualified and capable of performing the contract. Funding for this contract will come from a CDBG-SSP grant from the Arizona Department of Housing.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONSTRUCTION CONTRACT TO CEMEX CONSTRUCTION MATERIALS SOUTH LLC FOR THE BEACH STREET SEWER MAIN AND ROADWAY IMPROVEMENT PROJECT IN THE AMOUNT OF $239,674.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	$299,928.00
TOTAL:	$239,674.00
BUDGETED:	$299,928.00
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	255-210-90010.215

FISCAL IMPACT STATEMENT:

Funding for this contract will come from CDBG-SSP Grant No. 132-15 from the Arizona Department of Housing.

Attachments

Construction Contract

CONTRACT

For the Construction of

City of San Luis
Beach Street Sewermain and Roadway Improvements Project
(CDBG Contract # 132-15)

THIS AGREEMENT, made and entered into this 22nd day of July, 2015, by and between CEMEX Construction Materials South LLC (CONTRACTOR) of the City of _____, County of _____, and State of _____, party of the first part, hereinafter designated the CONTRACTOR, and the City of San Luis, Arizona, party of the second part, hereinafter designated the OWNER.

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

ARTICLE I -- SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **City of San Luis Beach Street Sewermain and Roadway Improvements Project (CDBG Contract # 132-15)** and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

ARTICLE II -- CONTRACT DOCUMENTS: The ADVERTISEMENT FOR BIDS, BID SCHEDULE, Additive Bid Items, if any, PLANS, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, BID SURETY BOND, Yuma County Public Works Standard, Vol. I, [Details] and Vol. 2, [Specifications], City of Yuma Construction Standard [Detail Drawing], CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

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

papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

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

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

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

ARTICLE VII - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the CONTRACT DOCUMENTS, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the PROPOSAL made a part hereof, and to make such payments within forty-five (45) days after final inspection and acceptance of the work.

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

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

The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithfull performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Dollars ($ 239,674.00).

ATTEST: this _____day of _____, 2015

_____
CONTRACTOR [Party of the First Part]

_____
Signature

_____
Name and Title

_____
Witness [If CONTRACTOR is an individual] [Date]

_____
Name and Title

ATTEST: this _____day of _____, 2015

City of San Luis
[Owner -- Party of the Second Part]

_____
Robert Eads
City Manager

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. B.**

Meeting Date: 07/29/2015

Department Head: Jenny Torres, Community Development Director, Community Development Department

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

Action Requested: Motion

ITEM:

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, Community Development Director)**

SUMMARY:

Owners of lot 6A (formerly leased by the Dollar General Store) are requesting a waiver which would exclude the lot from the shopping center's covenants, conditions and restrictions (CC&R's). The CC&R's preclude medical facilities. A waiver from the City would enable the owners to lease the facility to CSL Plasma, Inc. which is a blood or plasma collection center. A waiver of annexation was provided to the Dollar General Store. That waiver expired in March of 2015. The waiver means the City would not exercise any rights it might have to bring lot 6A into the shopping center and the shopping center's CC&R's. Council would be authorizing the negotiation and execution of a waiver agreeing that the City would not exercise any rights it may have to bring lot 6A into the shopping center for the purpose of excluding the parcel from the shopping center CC&R's in order to enable the lot owner to lease to a blood or plasma collection center.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE WAIVER OF THE SHOPPING CENTER CC&R's TO ENABLE LOT 6A OWNERS TO LEASE TO A BLOOD OR PLASMA COLLECTION CENTER AS PRESENTED BY STAFF.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	0
TOTAL:	0
BUDGETED:	0
AVAILABLE TO TRANSFER:	0
ACCOUNT #/REMAINING BALANCE:	0

FISCAL IMPACT STATEMENT:

N/A

Attachments

Plasma Waiver of Right of Annexation

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CSL Plasma, Inc.
Attn: Real Estate Manager
900 Broken Sound Parkway, Suite 400
Boca Raton, FL 33487

WITH A CONFORMED COPY TO:

CSL Behring, LLC
Attn: General Counsel
1020 First Avenue
King of Prussia, PA 19406

WAIVER OF RIGHT OF ANNEXATION

THIS WAIVER OF RIGHT OF ANNEXATION ("Waiver") is entered into as of this _____ day of July, 2015, by the CITY OF SAN LUIS, an Arizona municipal corporation ("San Luis").

WITNESSETH

WHEREAS, Michael Zaczek and Candy Bermejo, husband and wife (collectively hereinafter "Zaczek") is the owner of that certain tract of land in Yuma County, Arizona, which is more particularly described in Exhibit "A" attached hereto ("Lot 6A"); and

WHEREAS, Lot 6A is encumbered by that certain Declaration of Restrictions and Grant of Easements, dated November 5, 1992 (the "Declaration"), executed by San Luis and Megafoods Real Estate, Inc., and recorded in Deed Book 1835, Page 421, in the records of Yuma County, Arizona; and

WHEREAS, Lot 6A is part of the "Annexation Property", as such term is defined in the Declaration; and

WHEREAS, San Luis is the owner of that certain tract of land in Yuma County, Arizona, and more particularly described on Exhibit "B" attached hereto ("Parcel 2"); and

WHEREAS, San Luis, as successor in interest, was subject to the terms and conditions of that certain Waiver of Right of Annexation dated December 14, 2004 recorded at Fee No. 2005-04315, in the records of Yuma County, Arizona (the "Dollar General Waiver") until such time as (a) the Dollar General Lease has terminated or expired, as is more particularly described in Paragraph 3 of the Dollar General Waiver, or (b) the date on which Dollar General or its assigns ceases to operate a store on Lot 6A; and

WHEREAS, on March 31, 2015, the Dollar General Lease expired and Dollar General ceased operating a store on Lot 6A.

WHEREAS, pursuant to the terms of Section 1.4 of the Declaration, San Luis, or its successors in interest, as the owner of Parcel 2, has the right to annex Lot 6A into the "Shopping Center" (as defined in the Declaration); and

WHEREAS, as Zaczek desires to enter into the CSL Lease, as is more particularly described in Paragraph 3 below, with CSL Plasma, Inc., a Delaware corporation ("CSL") for CSL to lease Lot 6A for the purposes of operating a blood or plasma collection center; and

WHEREAS, as a material inducement to CSL to enter into the CSL Lease, Zaczek is requesting that San Luis waive its right to annex Lot 6A into the Shopping Center pursuant to the terms set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the CSL Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by San Luis, San Luis does hereby make the following covenants and restrictions, and does hereby declare that Parcel 2 is hereby subjected to the following covenants and restrictions, and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants and restrictions hereinafter set forth. Every grantee of any interest in Parcel 2, by acceptance of a deed or other conveyance of such interest shall take subject to this Waiver and to the covenants and restrictions set forth herein, and shall be deemed to have assented to such covenants and restrictions.

1. San Luis, on behalf of itself and its successors and assigns, as owner of Parcel 2, hereby waives its right to annex Lot 6A into the Shopping Center, whether pursuant to Section 1.4 of the Declaration or otherwise, at any time between the date hereof and the "Lease Expiration" (as hereinafter defined). San Luis shall not at any time between the date hereof and the Lease Expiration take any action that would cause or permit Lot 6A to be annexed into the Shopping Center pursuant to the Declaration including, but not limited to, the execution and recording of a Declaration of Annexation for Lot 6A.

2. In the event San Luis, its successor or assigns, elects to annex Lot 6A into the Shopping Center after the Lease Expiration, any such annexation shall be subject to the condition that the owner of Lot 6A shall not be required to obtain any approval under the Declaration for any construction, reconstruction, modification or alteration of any improvements on Lot 6A, nor shall any such construction, reconstruction, modification or alteration be subject to the requirements of any site plan or drawing incorporated in, or deemed a part of, the Declaration. Any Declaration of Annexation executed by San Luis, its successor or assigns, shall expressly set forth the condition set forth in this Paragraph 2.

3. As used herein, (i) "CSL Lease" shall mean that certain Lease Agreement dated July _____, 2015, between Zaczek, as "Lessor" therein, and CSL, as "Lessee" therein, by which CSL shall lease Lot 6A for the operation of a blood or plasma collection center, and (ii) "Lease Expiration" shall mean the later of the date on which the CSL Lease has terminated or expired, or the date on which CSL or its assigns ceases to operate a blood or plasma collection center on Lot 6A.

4. The covenants set forth herein shall run with the land and shall be binding upon San Luis and its legal representatives, assigns, successors in title and successors in interest. The covenants set forth herein are for the benefit of Zaczek, as owners of Lot 6A, and CSL and their respective legal representatives, assigns, successors in title and successors in interest, and may be enforceable by any thereof.

IN WITNESS WHEREOF, the City of San Luis, an Arizona Municipal Corporation has executed this Waiver as of the day and year set forth above.

SAN LUIS:

CITY OF SAN LUIS, an Arizona Municipal Corporation

By: _____
Gerardo Sanchez, Mayor

ATTEST:

By: _____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

By: _____
Glenn, Gimbut, City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Gerardo Sanchez, Mayor of the City of San Luis, an Arizona municipal corporation.

My Commission Expires: By:_____
Notary Public

_____

EXHIBIT"A"

Lot 6A, Dollar General Lot Split, according to Book 20 of Plats, Page 85, being a portion of Lots 6 and 7, San Luis Plaza, according to Book 13 of Plats, pages 6 and 7, records of Yuma County, Arizona.

EXHIBIT"B"

Lot 2, SAN LUIS PLAZA, according to the Plat of Record, Book 13 of Plats, Pages 6 and 7, records of Yuma County, Arizona.

CSL Plasma

As one of the world's largest providers of human plasma products, CSL Plasma is looking to expand.

Akron, Ohio (left) and Port St. Lucie, Florida and Kansas City, Missouri (right)

CSL Plasma
Good for You. Great for Life.

Welcome to CSL Plasma

In order to support the increasing demand for the therapies our company produces, CSL Plasma is expanding its current plasma collection business. Our typical facility is between 10,000 – 15,000 square feet with approximately 50 – 60 parking spaces.

Each facility is built to our standard design specifications which includes a reception area, donor screening booths, approximately 48 donor beds, management offices, freezers and storage areas. CSL Plasma currently has over 84* plasma collection facilities throughout the United States and 8 in Germany.

We create facilities which are open and inviting.

*at time of printing; please note that CSL Plasma continues to grow.

CSL Plasma
Good for You. Great for Life.

Our Look and Feel

Our interior is attractive, clean and welcoming.

CSL Plasma

Good for You. Great for Life.

Committed to Customer Focus

Bright, modern and professional facilities await our donors. Our facilities are well-managed, safe and highly regulated.

CSL Plasma

Good for You. Great for Life.

Investment in Local Communities

CSL Plasma invests substantial dollars into building construction, remodeling, equipment and maintenance. We hire local talent for janitorial, waste management, alarm monitoring, pest control, landscape, maintenance, equipment and other needs. The wages and expenditures equate to $2 to $3 million per year into the local community.

Donors are compensated for their time spent during the plasma collection process through a prepaid Visa debit card. Annually, this represents $2 to $3 million into your community.

CSL Plasma infuses about $5 - $6 million directly into the local economy each year.

CSL Plasma

Good for You. Great for Life.

CSL Plasma Neighbors

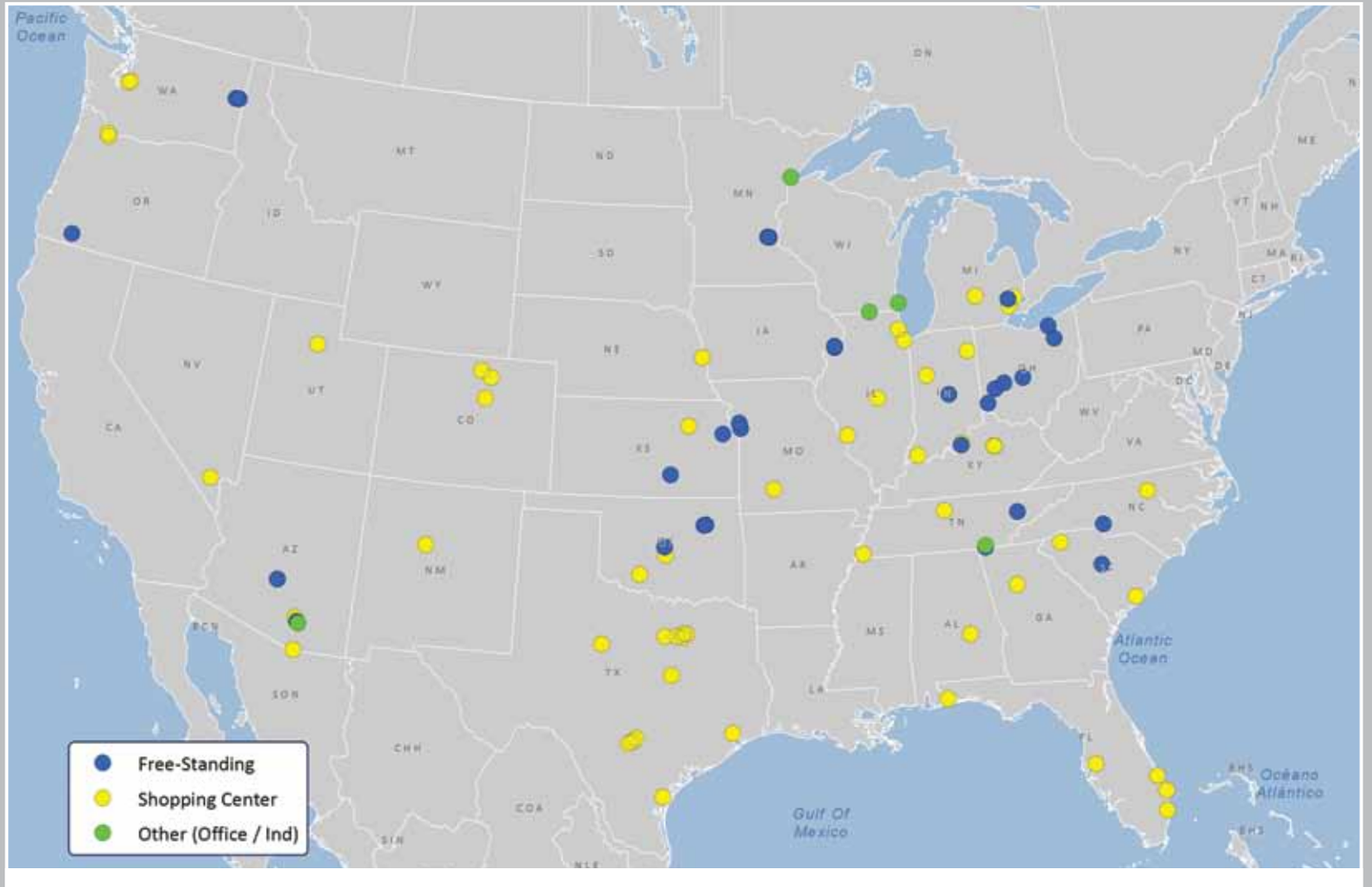
CSL Plasma
Good for You. Great for Life.

CSL Plasma Neighbors

CSL Plasma

Good for You. Great for Life.

CSL Plasma Facilities



CSL Plasma Facilities In All Property Types

CSL Plasma
Good for You. Great for Life.

CSL Plasma Creates Jobs

Fully operational, CSL Plasma will employ 60 individuals in the medical field. These jobs include:

Skill Type	Number of Employees
Reception Technician	21
Donor Support Technician	13
Phlebotomist	7
Medical Staff	7
Plasma Processing Technician	4
Training Coordinator	1
Quality Management	2
Operations Management & Supervisors	5

Our employees enjoy a competitive salary and benefits package. CSL Plasma also offers a rewarding career that is dedicated to saving and improving life.

CSL Plasma offers a job with a solid future.

CSL Plasma
Good for You. Great for Life.

Community Focus

CSL Plasma believes in being an integral part of the communities where our employees and plasma donors live and work. Our organization brings with it hundreds of volunteers and puts thousands of dollars back into the community!

CSL Plasma
Good for You. Great for Life.

About Us

CSL Plasma is one of the world's largest collectors of human plasma. CSL Plasma, headquartered in Boca Raton, Florida, upholds a tradition of innovation and excellence. As a leader in plasma collection, we are committed to excellence and innovation in everything we do. Our work ensures that tens of thousands of people are able to live normal, healthy lives. We are committed to our work because people's lives depend on us.

CSL Plasma is a division of CSL Behring, a plasma protein biotherapies company, headquartered in King of Prussia, Pennsylvania. CSL Behring is a leader in the plasma protein therapeutics industry. Committed to saving lives and improving the quality of life for people with rare and serious diseases, the company manufactures and markets a range of plasma-derived and recombinant therapies worldwide. CSL Behring therapies are used around the world to treat coagulation disorders including hemophilia and von Willebrand disease, primary immune deficiencies,hereditary angioedema and inherited respiratory disease, and neurological disorders in certain markets. The company's products are also used in cardiac surgery, organ transplantation, burn treatment and to prevent hemolytic diseases in the newborn.

CSL Plasma headquarters:
900 Broken Sound Parkway, Suite 400, Boca Raton, FL 33487

CSL Behring is a global biopharmaceutical company and a member of the CSL Group of companies. The parent company, CSL Limited (ASX:CSL), is headquartered in Melbourne, Australia. For more information, visit http://www.cslbehring.com/.

CSL Plasma
Good for You. Great for Life.

Our Corporate Values

Customer Focus
We are passionate about meeting the needs of our customers.

Innovation
We are committed to continuous improvement in all facets of our business.

Integrity
We are ethical and honest at all times.

Collaboration
We work together to achieve better results.

Superior Performance
We strive to be the best at what we do.

For more information about CSL Plasma, please visit us online at cslplasma.com

CSL Plasma
Good for You. Great for Life.

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. C.**
Meeting Date: 07/29/2015
Department Head: Glenn Gimbut, City Attorney, Attorney's Office
Submitted By: Kay Macuil, Assistant City Attorney, Attorney's Office
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding appointment of directors/officers to the City's Municipal Corporations. **(Kay Macuil, Assistant City Attorney)**

SUMMARY:
The Function of the City's Corporations:
The City has established 3 municipal corporations under Arizona State Statutes. These are non-profit entities which are legally separate from the City created for the purposes of managing development projects and borrowing money. The board members of the municipal corporations are appointed by City Council. Corporation Board members meet as necessarily to decide and vote on the project directions. Their meetings are open to the public and follow the Open Meeting Law.

Need for Appointment to the Corporate Boards:
It has been many years since Council has reviewed the members on the City's corporations. There is a need to renew or make new appointments for all of the City's corporations as their terms have expired. There are provisions that the terms automatically renew until appointments are made, however one board member has become ineligible to serve.

This item is before the Council to appoint new directors/officers to the Boards of these corporations. Community Development staff have been inquiring as to people who may be interested in the position, but without any commitments as of the time of posting of this item.

The City's Corporations:

San Luis Municipal Property Corporation
(Created in 1983 under ARS 10-3201 et seq. Non-Profit Corporations)
This corporation was created under the statutes that allows any entity to create a non-profit organization.
Purpose: The purpose of this Corporation was to acquire, construct reconstruct or to aid in the development or improvement of buildings and other real property and personal property suitable for leasing or for sale.
Status: This Corporation has been inactive for many years. All of the directors' terms have expired and the City does not have current contact information for most of them.

Requirements for Board Members:	Current Directors	
-Resident of San Luis	President	Tomas Luna
-5 Directors	Secretary	Margarete Roberta
	Treasurer	Juan M. Encinas
	Treasurer	Jose Encinas

	Director Jose Encinas	

Industrial Development Authority of the City of San Luis
(Created in 2000 under ARS 35-701 et seq. Industrial Development Authority)
Industrial Development Authorities are a special type corporation, created by state statutes which encourage governments to support economic development through tax incentives. San Luis has created an Industrial Development Authority.

Purpose: The purpose of this Corporation was to acquire, construct, lease, sell, and dispose of all kinds of properties on behalf of the City to, among other things, develop trade, encourage production, and assure job opportunities in the City of San Luis.
Status: This Corporation has been inactive for many years. It was used to acquire and renovate the call center. There have been no new projects since the call center. Under the State statutes for Industrial Development Authority, Officers and Employees of the City cannot serve on the board. After Gloria Torres was appointed to this Board, she was elected to Council and so has become ineligible to serve .

Requirements for Board Members: -Cannot be an officer (includes council members) or employee of the City of San Luis -Minimum 3 Directors -Maximum 9 Directors	Current Directors President Ivonne Jackson Vice President Gloria Torres *(Ineligible for reappointment, Council Member)* Secretary Yanabeth Gonzalez Treasurer Yanabeth Gonzalez Director Antonio Silva Director Francisco Vega	

San Luis Facility Development Corporation
(Created in 2005 under ARS 10-3201 et seq. Non-Profit Corporations)
This another corporation which was created under the statutes that allows any entity to create a non-profit organization.

Purpose: The purpose of this Corporation was to finance, own, and/or operate one or more public projects for economic development in the City of San Luis.

Status: It owns the Detention Center. It met recently to decide on whether to hire a financial advisor for a proposed landfill project. Although it is not a requirement to have Council members on this Board, Marco A. Pinzon and Alex Joe Harper were appointed directors when they were also council members. There are no current council members on the Board.

Requirements for Board Members: -Resident of San Luis -5 Directors	Current Directors President Jenny Torres Secretary John Starky Treasurer Olivia Jenkins Director Marco A. Pinzon Director Alex Joe Harper	

RECOMMENDATION / SUGGESTED MOTION:

1. I MOVE TO APPOINT TO THE SAN LUIS PROPERTIES CORPORATION *(5 residents of San Luis, Arizona)*

_____, President
_____, Secretary
_____, Treasurer
_____, Treasurer
_____, Director

2. I MOVE TO APPOINT TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS *(3 up to 9 Directors who are NOT San Luis City Council Members, Officers or Employees)*

_____, President
_____, Vice President
_____, Secretary
_____, Treasurer
_____, Director
_____, Director

3. I MOVE TO APPOINT TO THE SAN LUIS FACILITIES DEVELOPMENT CORPORATION *(5 residents of the City of San Luis, Arizona)*

_____, President
_____, Secretary
_____, Treasurer
_____, Director
_____, Director

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:

There is no fiscal impact to making appointments of directors and officers to municipal corporations.

Attachments

Properties Corp
IDA
Facilities Corp

ARTICLES OF INCORPORATION

OF

SAN LUIS MUNICIPAL PROPERTY CORPORATION

An Arizona Nonprofit Corporation

COMMISSION
STATE OF AZ
FILED
DEC 30 4 09 PM '83
BY
DATE TIME
161818-8

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day associated ourselves together for the purpose of forming a nonprofit corporation under and pursuant to Chapter 5, Title 10, Arizona Revised Statutes, as amended, and that we do hereby adopt these Articles of Incorporation.

ARTICLE I

The name of the corporation shall be San Luis Municipal Property Corporation.

ARTICLE II

The corporation shall have no members.

ARTICLE III

The purpose for which the corporation is organized is the transaction of any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, including, without limiting the generality of the foregoing, any civic or charitable purpose such as financing the cost of acquiring, constructing, reconstructing or improving buildings, equipment and other real and personal properties suitable for use by and for leasing to the Town of San Luis, Arizona or its agencies or instrumentalities.

ARTICLE IV

The character of business which the corporation intends actually to conduct in the State of Arizona is financing the cost of construction of, constructing and leasing to the Town of San Luis, Arizona a building suitable for use as a municipal library.

ORIGINAL

ARTICLE V

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that (i) the corporation shall be authorized and empowered to pay reasonable compensation for services rendered to it for its benefit and (ii) the corporation shall be authorized to repay the principal of and pay the interest accrued on indebtedness incurred by it to accomplish its civic and charitable purpose. This corporation shall be authorized to and may make reasonable charges for any services rendered by it or for assets furnished by it, but all funds received by the corporation in excess of the cost of its operation shall be held in trust for the accomplishment of its civic and charitable purposes, including the retirement of its debts. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including publishing a distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE VI

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of all of its assets by transferring such assets to to the Town of San Luis, Arizona or its successor in interest.

ARTICLE VII

The name and address of the initial statutory agent of the corporation is: Arnold Cordova, Jr., Esq., whose address is Cordova, Flores, Morales & Iniquez, P.C., 112 North Fifth Avenue, Suite 9, Phoenix, Arizona 85003.

ARTICLE VIII

The control and management of the business and affairs of the corporation shall be vested in a Board of Directors constituted and qualified as specified in the bylaws of the corporation, but the said Board in any event shall consist of not less than five directors, all of whom shall be residents of the Town of San Luis, Arizona. The directors shall be elected by the governing body of the Town of San Luis, Arizona and, unless the bylaws of the corporation provide to the contrary, shall hold office for a period of three years or until their successors shall have been elected and qualified. Any vacancy occurring in the Board of Directors shall also be

filled by the governing body of the Town of San Luis, Arizona. The directors may be removed from office, with or without cause, by the governing body of the Town of San Luis, Arizona.

ARTICLE IX

The number of directors constituting the initial Board of Directors shall be five. The names and addresses and initial terms of the persons serving as the initial directors of the corporation are:

Name	Address	Term (years)
Margarita Roberts	9809 Margarita Dr. San Luis, AZ	3
Jose Miguel Encinas	9782 Dominguez Dr. San Luis, AZ	3
Tomas Luna	22486 Madera St. San Luis, AZ	2
Ermila Arnold	P.O. Box 666 San Luis, AZ	2
Salvador Pichardo	3rd & C Avenue San Luis, AZ	

ARTICLE X

The private property of the officers and directors of the corporation shall be exempt from liability for its debts and obligations.

ARTICLE XI

These Articles of Incorporation may at any time, and from time to time, be amended to make any changes therein and add any provisions thereto which might have been included in

the Articles of Incorporation in the first instance, provided that the Board of Directors of the corporation first shall file with the governing body of the Town of San Luis, Arizona an application in writing seeking permission to amend these Articles of Incorporation, specifying in such application the amendment proposed to be made. The governing body of the Town of San Luis shall consider such application and, if it finds and determines it is wise, expedient, necessary or advisable that the proposed amendments be made, authorizes the same to be made, and approves the form of the proposed amendment, then the persons making such application shall proceed to amend these Articles of Incorporation in accordance with the provisions of Chapter 5, Title 10, Arizona Revised Statutes, as amended.

ARTICLE XII

The bylaws of the corporation may at any time, and from time to time, be amended to make any changes therein and add any provisions thereto which might have been included in the bylaws in the first instance, provided that the Board of Directors of the corporation first shall file with the governing body of the Town of San Luis, Arizona, an application in writing seeking permission to amend the bylaws, specifying in such application the amendment proposed to be made. The governing body of the Town of San Luis shall consider such application and, if it finds and determines it is wise, expedient, necessary or advisable that the proposed amendments be made, authorizes the same to be made, and approves the form of the proposed amendment, then the persons making such application shall proceed to amend the bylaws of the corporation.

IN WITNESS WHEREOF, the corporators have hereunto set their hands this 30th day December, 1983.

Elias Bermudez
P.O. Box "S", San Luis, Arizona

Marco Antonio Reyes
P.O. Box "S", San Luis, Arizona

Jesus F. Lopez
P.O. Box "S", San Luis, Arizona

Luis Castro
P.O. Box "S", San Luis, Arizona

George L. Guerrero
P.O. Box "S", San Luis, Arizona

Jose Luis Monreal
P.O. Box "S", San Luis, Arizona

Josepina Rodriquez
P.O. Box "S", San Luis, Arizona

STATE OF ARIZONA)
) ss.
County of Yuma)

On December 17, 1981, before me, the undersigned Notary Public, personally appeared Elias Bermudez, Marco Antonio Reyes, Jesus P. Canez, Luis Castro, George L. Guerrero, Jose Luis Monreal and Josephina Rodriquez, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public

My Commission Expires:

August 31, 1984
(Date)

AZ. CORP. COMMISSION
FILED

OCT 31 2000

APPR. Margaret Chavez
TERM
DATE 10-31-00
0967826-3

ARTICLES OF INCORPORATION

OF

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA

a political subdivision of the State of Arizona.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, whose names and addresses are hereinafter set forth, each of whom are electors of the City of San Luis, Yuma County, Arizona, have this day associated ourselves for the purpose of forming an Industrial Development Authority under the laws of the State of Arizona, and for that purpose do hereby adopt the following Articles of Incorporation:

ARTICLE I.

The name of this corporation shall be The Industrial Development Authority of the City of San Luis, Arizona and the location of its principal place of business shall be 23222 First Street in the City of San Luis, Yuma County, Arizona, but the corporation may have other offices within the State of Arizona as shall be fixed by the Board of Directors from time to time.

ARTICLE II.

The names, residences and post office addresses of the incorporators/directors, each of whom is a qualified elector of the City of San Luis, Yuma County, Arizona, are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
Rosa I. Hernandez	1090 5th Drive, San Luis, Arizona	PO Box 7296 San Luis, Arizona 85349
Irma Rios	10275 Kennedy Lane San Luis, Arizona	PO Box 3132 San Luis, Arizona 85349
Ivone B. Jackson	22469 La Madera Drive San Luis, Arizona	PO Box 7155 San Luis, Arizona 85349

ARTICLE III.

This Authority shall serve a public purpose and shall perform an essential governmental function. The purposes for which this corporation is formed are:

1. To acquire, own, construct, lease, sell, and dispose of all kinds of properties;

2. To promote industry and develop trade by inducing manufacturing, industrial, and commercial enterprises to locate and remain in the City of San Luis, Arizona;

3. To stimulate and encourage the production, development, and use of the agricultural products and natural resources of the City of San Luis, Arizona;

4. To assist, financially and otherwise, in the rehabilitation, expansion, and development of all kinds of businesses and industries in the City of San Luis, Arizona, which will reduce pollution, promote and assure job opportunities, and promote and assure an improved standard of living and an increase in prosperity and health;

5. To make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, or equipping of pollution control facilities;

6. To do any and all things as provided by Title 35, Chapter 5, Sections 35-701 *et seq.*, as amended, Arizona Revised Statutes.

ARTICLE IV.

This authority is a political subdivision of the State of Arizona and in addition to the powers granted to such authority by law, the authority shall have the following powers, together with all powers incidental thereto or necessary for the performance of the following:

1. To acquire, whether by purchase, exchange, gift, lease, or otherwise establish, construct, improve, maintain, equip, and furnish one or more projects, as the term "Project" is defined from time to time under Title 35, Chapter 5, Sections 35-701, *et seq.*, Arizona Revised Statutes.

2. To lease to others any or all of its projects and to charge and collect rent therefor, and to terminate any such lease upon the failure of the lessee to comply with any of the obligations thereof.

3. To sell, exchange, donate, and convey to others any or all of its projects or properties upon such terms and conditions as its Board of Directors may deem advisable, including the power to receive for any such sale the note or notes of the purchaser of the project or property, whenever its Board of Directors finds any such action to be in furtherance of the purposes for which the authority was organized.

4. To issue its bonds for the purpose of carrying out any of its powers. The authority shall have the power to issue bonds whether or not the interest on such bonds

is to be excluded from the gross income of the owners thereof for purposes of federal income taxation.

5. To mortgage and pledge any or all of its projects and properties or any part or parts thereof, whether then owned or thereafter acquired, and to pledge the revenues, proceeds, and receipts or any portion thereof from a project as security for the payment of the principal of and interest on any bonds so issued and any agreements made in connection therewith.

6. To contract with and employ others to provide and pay compensation for professional services and other services as the Board of Directors shall deem necessary for the financing of projects and for the business of the authority.

7. To refund outstanding obligations incurred by an enterprise to finance the cost of a project when the Board of Directors finds that such refinancing is in the public interest.

8. To invest and reinvest funds under the control of the authority and bond proceeds pending application thereof to the purposes for which such bonds were issued, subject only to the provisions of any bond resolution, lease, or other agreement entered into by the Board of Directors.

9. To make secured or unsecured loans for the purpose of financing or refinancing the acquisition, construction, improvement, or equipping of a project, and to charge and collect interest on such loans and pledge the proceeds of loan agreements as security for the payment of the principal and interest of any bonds, or designated issues of bonds, issued by the authority, and any agreements made in connection therewith,

whenever the Board of Directors finds such loans to be in furtherance of the purposes of the authority or in the public interest.

10. To acquire and hold obligations of any kind to carry out any of its purposes.

11. To enter into contracts and execute any agreements or instruments and do any other act necessary or appropriate to carry out its purposes.

12. The authority shall not have the power to operate any project as a business other than as lessor or seller and shall not permit any funds derived from the sale of its bonds to be used by the lessee or purchaser of a project as working capital.

13. In general, and subject to such limitations and conditions as are or may be prescribed by law, to exercise such other powers which are now or hereafter may be conferred by law upon an authority organized for the purposes hereinabove set forth, or necessary or incidental to the powers to be conferred, or conducive to the attainment of the purposes of the authority.

14. To do and perform all and everything necessary, suitable, proper, or convenient for the accomplishment of any of the objects or the furtherance of any of the powers hereinbefore set forth, and to do every other act or acts, thing or things, incident or pertinent to or growing out of or connected with the aforesaid object and purposes or any part or parts thereof, the same as a natural person could do providing same be not inconsistent with the laws under which this authority is organized.

ARTICLE V.

The authority shall be a non-profit corporation and no part of its net earnings remaining after payment of its expenses shall inure to the benefit of any individual, firm,

or corporation, except such reasonable compensation as may properly be paid for services rendered to the authority, and no dividends or other pecuniary profits may be declared for the benefit of any director or other individual, and no director or officer shall be entitled to participate for profit in any transaction with the authority except as hereinabove provided. No part of the activities of this authority shall be devoted to carrying on propaganda for or otherwise attempting to influence legislation and this authority shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE VI.

The authority shall have a Board of Directors in which all powers of the authority shall be vested and which shall consist of any number of directors not less than three nor more than nine, all of whom shall be qualified as provided by law. The directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties in the same manner as is provided fro other state officers. No directors shall be an officer or employee of the City of San Luis. No member of the board shall have any financial interest in any project or lessee of the authority. The directors shall be elected by the City Council of the City of San Luis, and they shall be so elected that they shall hold office for overlapping terms. At the time of the election of the first Board of Directors, the City Council of the City of San Luis shall divide the directors into three groups containing as nearly equal whole numbers as possible. The first term of the directors included in the first group shall be two years, the first term of the directors included in the second group shall be four years, the first term of the directors included in the third group shall be six years.

The affairs of the authority shall be conducted by the Board of Directors and such officers, including a president, vice-president, treasurer, secretary, and such other officers as the Board of Directors may elect or appoint. The Board of Directors shall have the power to adopt, amend, and rescind by-laws and to appoint an executive committee with such powers as the Board of Directors may, by resolution, delegate to such committee.

Meetings held by the Board of Directors for any purpose whatsoever shall be open to the public.

Pursuant to A.R.S. §10-2342.A.8., B., and D., as the same may be amended from time to time, the personal liability of each of the directors to the authority for monetary damages for breach of fiduciary duty as a director is hereby eliminated, subject to the provisions of A.R.S. §10-2342.A.8., B., and D., as the same may be amended from time to time.

ARTICLE VII.

The first Board of Directors of this authority shall be named by the City Council of the City of San Luis, Yuma County, Arizona, by resolution adopted as soon as convenient after the issuance of the Certificate of Incorporation, which resolution shall set terms of each director in the manner provided in ARTICLE VI above.

ARTICLE VIII.

The authority shall indemnify any and all of its directors and officers against all expenses incurred by them and each of them, including, but not limited to, legal fees, judgments, and penalties which may be incurred, rendered, or levied in any legal action brought against any of them for or on account of any action or omission alleged to have

been committed while acting within the scope of employment as a director or officer of the authority. Whenever any director or officer shall report to the president of the authority or the chairman of the Board of Directors that he has incurred or may incur, expenses, including, but not limited to legal fees, judgments, and penalties in a legal action brought or about to be brought against him for or on account of any action or omission alleged to have been committed by him while acting within the scope of his employment as a director or officer of the authority, the Board of Directors of the authority shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act wilfully, with gross negligence, or with fraudulent or criminal intent. If the Board of Directors determines in good faith that such person did not act, fail to act, or refuse to act wilfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that the authority shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonable refused to permit the authority, at its own expense and through counsel of its own choosing, to defend him in the action.

ARTICLE IX.

The City of San Luis shall not, in any event, be liable for the payment of the principal of, or interest on, any bonds of the authority, formed thereby or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever

which may be undertaken by the authority, and none of the bonds of the authority or any of its agreements or obligations shall be construed to constitute an indebtedness or obligation of the City of State of Arizona within the meaning of any constitutional or statutory provisions whatsoever.

ARTICLE X.

The Articles of Incorporation may at any time, and from time to time, be amended to make any changes therein and add any provisions thereto which might have been included in the Certificate of Incorporation in the first instance, provided that the members of the Board of Directors of the authority first shall file with the City Council of the City of San Luis an application in writing seeking permission to amend the Articles of Incorporation, specifying in such application the amendment proposed to be made. The City Council shall consider such application and, if by resolution it finds and determines that it is wise, expedient, necessary, or advisable that the proposed amendments be made, authorizes the same to be made, and approves the form of the proposed amendment, then the persons making such application shall proceed to amend the Articles in accordance with the provisions of Title 10, Arizona Revised Statutes.

ARTICLE XI.

The time of commencement of this authority shall be the date of the issuance to it of a Certificate of Incorporation by the Corporation Commission of the State of Arizona, and its existence shall be perpetual.

ARTICLE XII.

The private property of the officers and directors of this authority shall be exempt form liability for its debts and obligations.

ARTICLE XIII.

The affairs of this authority shall be conducted on a fiscal year basis. The fiscal year for this authority shall end on the 30th day of June of each year.

ARTICLE XIV.

Pursuant to Section 35-725, Arizona Revised Statutes, bonds issued under the provisions of Title 35, Chapter 5, Arizona Revised Statutes, as amended, shall be legal investments for all banks, trust companies, and insurance companies organized and operating under the laws of this State.

ARTICLE XV.

When the Board of Directors of the authority, by resolution, shall determine that the purposes for which the authority was formed have been substantially complied with and that all bonds theretofore issued and all obligations theretofore incurred by the authority have been fully paid, the members of the Board of Directors of the authority shall thereupon dissolve the authority in accordance with the provisions of Title 10.

ARTICLE XVI.

Gerald W. Hunt, 330 W. 24th Street, Yuma, Arizona 85364, who has been a bona fide, continuous resident of the State of Arizona for more than three (3) years last past, is hereby appointed the lawful statutory agent of this corporation for and on behalf of said corporation, to accept and acknowledge service of all necessary processes and for all

purposes required by law. The Board of Directors may, at their option, revoke such appointment and shall have the power to fill such vacancy.

ARTICLE XVII.

The highest amount of indebtedness or liability, direct or contingent, to which the authority is at any time to subject itself shall be as provided by law.

ARTICLE XVIII.

The incorporators herein received permission to organize the authority pursuant to Resolution No. 434, adopted and approved by the City Council of the City of San Luis, State of Arizona, on the 11th day of October, 2000, at a regular meeting of that governing body.

IN WITNESS WHEREOF, we, the undersigned, have signed our names this 12th day of October, 2000.

x Rosa I. Hernandez
Rosa I. Hernandez

x
Irma Rios

x Ivone B. Jackson
Ivone B. Jackson

STATE OF ARIZONA)
) ss.
County of Yuma)

On this, the 12th day of October, 2000, before me, the undersigned Notary Public, personally appeared Ivone B. Jackson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:
12-01-01

OFFICIAL SEAL
ANDREA G. CASAS
NOTARY PUBLIC - STATE OF ARIZONA
YUMA COUNTY
My Comm. Expires 12-01-01

STATE OF ARIZONA)
) ss.
County of Yuma)

On this, the 12th day of October, 2000, before me, the undersigned Notary Public, personally appeared Rosa I. Hernandez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:
12-01-01

OFFICIAL SEAL
ANDREA G. CASAS
NOTARY PUBLIC - STATE OF ARIZONA
YUMA COUNTY
My Comm. Expires 12-01-01

STATE OF ARIZONA)
) ss.
County of Yuma)

On this, the 12th day of October, 2000, before me, the undersigned Notary Public, personally appeared Irma Rios, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:
12-01-01

OFFICIAL SEAL
ANDREA G. CASAS
NOTARY PUBLIC - STATE OF ARIZONA
YUMA COUNTY
My Comm. Expires 12-01-01

ACCEPTANCE OF APPOINTMENT

AS STATUTORY AGENT

OF THE INDUSTRIAL DEVELOPMENT AUTHORITY

OF THE CITY OF SAN LUIS, ARIZONA

NOTICE IS HEREBY GIVEN that GERALD W. HUNT, a resident of Arizona, hereby acknowledges and accepts the appointment of statutory agent of the above named corporation effective as of October 12, 2000.

Gerald W. Hunt
330 West 24th Street
Yuma, AZ 85364

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

NONPROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. Section 10-3202.D.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA
EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
   (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
   (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
   (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes_____ No X

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes_____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
   (a) Was incorporated.
   (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

D. The fiscal year end adopted by the corporation is 12/31.

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY Rosa Isela Ibarra DATE 10/12/00
TITLE Incorporator

BY _____ DATE _____
TITLE _____

BY _____ DATE 10/12/00
TITLE Incorporator

BY _____ DATE 10-12-00
TITLE Incorporator

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four Incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

ARTICLES

OF INCORPORATION

OF

SAN LUIS FACILITY DEVELOPMENT CORPORATION]

(An Arizona Nonprofit Corporation)

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, being a natural person of the age of 18 years or more, and a resident of the State of Arizona, acting as an Incorporator of a Corporation under Section 10-3101 et seq. of the Arizona Revised Statutes (the "Arizona Nonprofit Code"), as amended, adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the Corporation is SAN LUIS FACILITY DEVELOPMENT CORPORATION (hereinafter referred to as the "Corporation").

ARTICLE II

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE III

REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation shall be:

767 N. First Ave.,P.O. Box 1170, San Luis, Arizona 85349

and the name of the initial registered agent at such address is:

Rosalicia Cordova, 767 N. First Ave.,P.O. Box 1170, San Luis, Arizona 85349

ARTICLE IV

PURPOSES, POWERS AND OBJECTS

Section 4.01. Purposes. The Corporation is organized exclusively for the purpose of financing, owning and/or operating one or more public projects in the State of Arizona (collectively, the "Project") that effect economic development in the City of San Luis, Arizona (the "City") or the County of Yuma (the "County"), and to otherwise provide facilities, equipment and other physical plant and related support to the Project.

Section 4.02. Powers. The Corporation shall have the following powers:

(a) To receive and maintain a fund or funds of real or personal property, or both, and to use and apply the whole or any part of the income therefrom and the principal thereof for the purposes as hereinabove set forth.

(b) To have one or more offices and to conduct and carry on any of its business at any place in the State of Arizona as may be determined by the Board of Directors.

(c) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate or otherwise deal in and with real, personal and mixed property of all kinds and any rights or interest therein for any purposes of the Corporation and the Project.

(d) To borrow money and secure the repayment of monies borrowed for any purpose of the Corporation.

(e) To have and exercise any and all of those powers specified in the Arizona Nonprofit Code.

(f) To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objectives or furtherance of any of the powers hereinbefore set forth, either alone or in corporation with other corporations, firms, governmental authorities or individuals, and to do every other act or acts, thing or things incidental or appurtenant to and growing out of or connected with the aforesaid objects or purposes or any part or parts thereof, provided the same be not inconsistent with the laws under which the Corporation is organized.

ARTICLE V

DISSOLUTION

No individual of the Corporation shall have any right, title or interest in the assets of the Corporation. The Corporation may dissolve and wind up its affairs in the manner now or hereafter permitted or provided by the Arizona Nonprofit Code. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer all of the assets of the Corporation to the City. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction for the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VI

DIRECTORS

The number of Directors who shall conduct and manage the affairs of the Corporation shall be five. The names of the persons constituting the first Board of Directors, are:

Rosie Cordova

Nep Ramirez

Nieves Garcia Riedel

Rosa Varela

John Starkey

The address for each member of the first Board of Directors is:

767 N. First Avenue
P.O. Box 1170
San Luis, AZ 85349

Directors may be removed and vacancies on the Board of Directors shall be filled as provided by the Bylaws.

The Corporation shall indemnify its Directors to the full extent permitted by Arizona law. The personal liability of a Director to the Corporation for monetary damages for breach of fiduciary duty as a Director shall be limited to the full extent provided by Arizona law.

ARTICLE VII

OFFICERS

The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers or assistant officers as the Board of Directors believes will be in the best interest of the Corporation. The officers shall have such duties as may be prescribed in the Bylaws of the Corporation and shall serve at the pleasure of the Board of Directors.

ARTICLE VIII

COMPENSATION

No compensation shall be paid to the Directors or officers of the Corporation, as such, for their services. However, nothing herein contained shall be construed to preclude the Corporation from paying any Director or officer reasonable compensation for other services rendered by such Directors or officers consistent with the purposes of the Corporation.

ARTICLE IX

BYLAWS

The Corporation may adopt Bylaws which shall contain provisions not inconsistent with these Articles of Incorporation, setting forth the rights, privileges, powers, duties and responsibilities of the Directors and officers. The Directors of the Corporation, as may be provided in the Bylaws, shall have the power, from time to time, to make, alter and amend the Bylaws as they shall deem proper for the management of the affairs of the Corporation.

ARTICLE X

COVENANTS REGARDING OPERATIONS

(a) The Corporation shall not have any employees or engage in any business or activity other than in connection with or relating to the activities permitted in Article IV hereof.

(b) The Corporation shall not consolidate or merge with or into any other entity or convey, transfer or lease its properties and assets substantially as an entirety to any entity through liquidation, dissolution or otherwise.

(c) The Corporation shall not dissolve or liquidate, in whole or in part, if any obligation under the Indenture of Trust (the "Indenture"), between the Corporation and corporate trustee named therein, as trustee, is outstanding (or any obligation refunding such obligation is outstanding).

(d) The funds and other assets of the Corporation shall not be commingled with those of any other entity.

(e) The Corporation shall not hold itself out as being liable for the debts of any other entity.

(f) The Corporation shall not form, or cause to be formed, any subsidiaries nor shall the Corporation acquire any interest as a general or limited partner in any partnership or as a member in any limited liability company.

(g) The Corporation shall act solely in its corporate name and through its duly authorized officers or agents in the conduct of its business, and shall conduct its business so as not to mislead others as to the identity of the entity with which they are concerned.

(h) The Corporation shall maintain corporate records and books of account and shall not commingle its corporate records and books of account with the corporate records and books of account of any other entity. The books of the Corporation may be kept (subject to any provision contained in the statutes) inside the State of Arizona at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

(i) The Board of Directors of the Corporation shall hold appropriate meetings to authorize all of its corporate actions. Regular meetings of the Board of Directors shall be held not less frequently than once per annum.

(j) The Corporation shall at all times ensure that its capitalization is adequate in light of its business and purpose.

(k) Except to the extent set forth in an Indenture, no guarantees of loans or other indebtedness to third parties shall be made by the Corporation.

(l) No director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director; provided, however, that this Article shall not eliminate or limit the liability of a director to the extent the elimination or limitation thereof is prohibited by Title 10 of the Arizona Revised Statutes, as amended from time to time. For the purposes of this Article, the term "director" includes a trustee and a person who serves on the board or council of the Corporation in an advisory capacity.

(m) The income of the Corporation shall not inure to the benefit of any private person.

ARTICLE XI

OTHER INDEBTEDNESS

Except to the extent set forth in the Indenture, the Corporation shall not incur, assume or guaranty any indebtedness.

ARTICLE XII

ASSETS

The Corporation shall not transfer to any person or entity any assets of the Corporation except pursuant to the Indenture.

ARTICLE XIII

BANKRUPTCY/INSOLVENCY

The Corporation shall not, without the affirmative vote of the entire Board of Directors of the Corporation, (a) institute any proceedings to adjudicate the Corporation as bankrupt or insolvent, (b) consent to the institution of bankruptcy or insolvency proceedings against the Corporation, (c) file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy with respect to the Corporation, (d) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property, (e) make any assignment for the benefit of the Corporation's creditors; (f) cause the Corporation to admit in writing its inability to pay its debts generally as they become due; or (g) take any action, or cause the Corporation to take any action, in furtherance of any of the foregoing (any of the above foregoing actions, a "Bankruptcy Action"). No Director or officer of the Corporation shall (to the extent permitted by applicable law) be liable to the Corporation on account of such Director's or officer's good faith reliance on the provisions of this Article and the Corporation shall not have any claim for breach of fiduciary duty or otherwise against any Director or officer for failing to take any Bankruptcy Action.

ARTICLE XIV

MEMBERSHIP

The Corporation shall not have any members or membership rights as such terms are defined in the Arizona Nonprofit Code.

ARTICLE XV

INCORPORATOR

The name and address of the Incorporator is:

ARTICLE XVI

AMENDMENT

The right is expressly reserved to amend these Articles of Incorporation or any Article herein in any manner or respect now or hereafter permitted or provided for by the Arizona Nonprofit Code; provided, however, the Corporation shall not amend, alter, change or repeal any provision contained in these Articles of Incorporation without the unanimous vote in favor thereof of the entire Board of Directors.

IN WITNESS WHEREOF, I, the undersigned incorporator, have set my hand, as of the th day of , 2005.

_____

, Incorporator

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

_____, having been designated to act as Statutory Agent for San Luis Facility Development Corporation, hereby consents to act in that capacity until removed or his resignation is submitted.

Dated: _____, 2005.

_____

ATTACHMENT B

CERTIFICATE OF GOOD STANDING

ATTACHMENT C

BY-LAWS

BYLAWS

OF

[SAN LUIS FACILITY DEVELOPMENT CORPORATION]

(An Arizona Nonprofit Corporation)

ARTICLE I

NAME

The name of the Corporation is [SAN LUIS FACILITY DEVELOPMENT CORPORATION] (hereinafter referred to as the "Corporation").

ARTICLE II

MEMBERSHIP

The Corporation shall not have any members or membership rights as such terms are defined in Section 10-3101 et seq. of the Arizona Revised Statutes, or the corresponding sections of any future Arizona nonprofit code.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the Corporation's affairs and for the operation and maintenance of any and all Corporation property. The Directors shall in all cases act as a Board; and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper, not inconsistent with these Bylaws, the Articles of Incorporation or the laws of the State of Arizona.

Section 3.02. Other Powers and Duties. Without limiting the generality of the foregoing, the Board of Directors shall be empowered and shall have the duties as follows:

(a) To borrow funds and to give security therefor in order to pay any expenditure or outlay required pursuant to the authority granted by the provisions of the Articles of Incorporation and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; and such indebtedness shall be the obligation of the Corporation.

(b) To establish one or more bank accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(c) To keep and maintain, or cause the same to be kept and maintained, detailed, accurate records in chronological order of receipts and expenditures affecting the Corporation.

(d) To prepare not less often than once per year a statement showing all receipts, expenses or disbursements since the last such statement.

(e) To meet at such intervals as shall be deemed appropriate by the Board of Directors.

(f) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate or otherwise deal in and with real, personal and intangible property of all kinds and all rights or interests therein for any purpose of the Corporation.

(g) To enter into contracts for services and facilities for the benefit of the Corporation and to do all acts that a natural person could do for the benefit of the Corporation.

(h) In general, to carry on the administration of the Corporation, to do all of those things necessary and reasonable in order to carry out the governing, administration and operation of the Corporation.

Section 3.03. Number. The Board of Directors shall consist of five Directors.

Section 3.04. Election and Term of Office. Directors shall be elected to serve terms of three years. The Directors shall hold office until their successors have been elected and held their first meeting. Directors shall be elected by the City Council of the City of San Luis, Arizona (the "City").

Section 3.05. Vacancies. Vacancies in the Board of Directors shall be filled by the City Council of the City. Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 3.06. Removal of Members of Board of Directors. Any Director may only be removed, with or without cause, with the approval of the City Council of the City; and a successor may then and there be elected to fill the vacancy and unexpired term thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at such meeting.

Section 3.07. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business; and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of

Directors, unless otherwise provided in these Bylaws. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At such adjourned meeting subsequently held, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.08. Annual Meetings. An annual meeting of the Board of Directors shall be held each year in a month selected by the Board of Directors. At such annual meeting, officers of the Corporation shall be appointed by the Board of Directors.

Section 3.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least twenty-four (24) hours notice to each Director, given personally or by mail, electronic transmission, telephone, telegraph or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may also be called by the President in like manner and on like notice upon the request of a majority of the Directors.

Section 3.10. Location of Meetings. All meetings of the Board of Directors shall be held at such location as shall, from time to time, be designated by the Board of Directors.

Section 3.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting; and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him or her of the time and place thereof; unless the Director attends the meeting for the express purpose of objecting to the transaction of any business before the meeting which is not lawfully called or convened.

Section 3.12. Action Taken Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 3.13. Meetings by Telephone. One or more Directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar communications arrangement by which all participants in the meeting can hear each other at the same time. Such participation shall be equivalent for all purposes to attendance in person at such meeting.

ARTICLE IV

OFFICERS

Section 4.01. Designation. The principal officers of the Corporation shall be a President, one or more Vice Presidents (at the option of the Board of Directors), a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, designate. The President shall be a member of

the Board of Directors and the Vice President(s), Treasurer and Secretary may, but need not, be members of the Board of Directors.

Section 4.02. Election and Term of Officers. The officers of the Corporation shall be elected annually by the Board of Directors, and shall hold office at the pleasure of the Board of Directors. One person may hold concurrently any two offices; provided, however, that the offices of President and Secretary shall not be held by the same person. The office of Vice President need not be filled.

Section 4.03. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.04. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by a majority vote of the members of the Board of Directors.

Section 4.05. President. The President shall be the chief executive officer of the Corporation and, subject to the control of the Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the Board of Directors. He or she shall cause to be called regular and special meetings of the Board of Directors in accordance with these Bylaws. He or she shall have the power to appoint committees from among the members of the Board of Directors, from time to time as he or she may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation. He or she shall sign and make all contracts and agreements in the name of the Corporation. He or she shall enforce these Bylaws and perform all of the duties incident to the position and office and which are required by law.

Section 4.06. Vice President. The Vice President shall have the powers and authority and shall perform all functions and duties of the President in the absence of the President or his or her inability, for any reason, to exercise such powers and functions or perform such duties.

Section 4.07. Secretary. The Secretary shall keep all minutes of the meetings of the Board of Directors and minutes of all meetings of the Corporation; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of Secretary.

Section 4.08. Treasurer. The Treasurer shall have the responsibility for supervising the Corporation's funds and shall be responsible for supervising all receipts and disbursements in books belonging to the Corporation. He or she shall, in general, perform all of the duties incident to the office of Treasurer.

Section 4.09. Aqreements, Deeds, Checks, Etc. All agreements, deeds, leases, checks and other instruments of the Corporation shall be executed by any officer of the Corporation or by any other person or persons designated by the Board of Directors.

ARTICLE V

NONPROFIT CORPORATION

This Corporation is a nonprofit corporation organized under Arizona law. No Director or officer shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof; and in no event shall part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board of Directors or officer of the Corporation; provided, however, (a) that reasonable compensation may be paid to any Director or officer while acting as an agent or employee of the Corporation for services rendered in effectuating the purposes of the Corporation; and (b) that any Director or officer may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

ARTICLE VI

AMENDMENT

These Bylaws may be amended by the Board of Directors by a vote of two-thirds of the votes entitled to be cast by the Board of Directors at a meeting of the Board of Directors, provided that written notice has been given to each member of the Board of Directors at least two weeks prior to the date of said meeting.

ARTICLE VII

INDEMNIFICATION

The Corporation shall indemnify Directors and officers of the Corporation to the maximum extent permitted by Arizona law, as amended from time to time.

ARTICLE VIII

To the extent permitted by applicable law, no Director or officer of the Corporation shall have individual liability for the payment or performance of debts or obligations of the Corporation.

ARTICLE IX

ENACTMENT CLAUSE

These Bylaws of the Corporation, as amended and approved by the Board of Directors, shall become effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto set the official hand and seal of the Corporation this **11th** day of **October**, 2005.

[SAN LUIS FACILITY DEVELOPMENT CORPORATION], an Arizona Nonprofit Corporation

By _____
Secretary

ATTACHMENT D

RESOLUTIONS DATED OCTOBER ___, 2005

RESOLUTION NO. 2005-1

RESOLUTION OF THE BOARD OF DIRECTORS OF SAN LUIS FACILITY DEVELOPMENT CORPORATION APPOINTING OFFICERS AND DIRECTORS

WHEREAS, San Luis Facility Development Corporation, an Arizona nonprofit corporation (the "Corporation") duly formed on March 23, 2005 desires to appoint the following Board Members as officers of the Corporation:

TITLE	NAME
President	NIEVES GARCIA RIEDEL
Vice-President	JOHN STARKEY
Secretary ~~XXXXXXX~~	ROSIE CORDOVA
~~Assistant Secretary~~ Treasurer	NEP RAMIREZ

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SAN LUIS FACILITY DEVELOPMENT CORPORATION THAT:

Section 1. The above officers are hereby appointed by this Resolution of the Corporation in accordance with the Corporation's By-Laws.

Section 2. Any provisions of any bylaws, orders, procedural pamphlets and resolutions inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any bylaw, order or resolution or any part thereof.

Section 3. It is hereby found and determined that all formal actions of the Corporation and its Board of Directors concerning and relating to the adoption of this Resolution were adopted in an open meeting and that all deliberations that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements of the State of Arizona and the Corporation.

Section 4. This Resolution shall be effective immediately.

ADOPTED AND APPROVED this 11th day of October, 2005.

~~By:~~ _____
President, San Luis Facility Development Corporation

Attest:

_____
Secretary-Treasurer, San Luis Facility Development Corporation

Section 3. It is hereby determined that: (i) the Corporation was formed to assist the City in financing or refinancing its capital improvement projects at no profit to the Corporation; (ii) the Corporation desires to finance the Project by the issuance of its Series 2005 Bonds; (iii) the Corporation will enter into the Design Agreement, the Construction Agreement and the Management Agreement; (iv) the Corporation has not and will not make any profit by reason of the assistance it renders the City in connection with the issuance of the Series 2005 Bonds; and (v) the Corporation is authorized by law and deems it necessary to borrow money for purposes of carrying out its obligations under the Basic Documents by issuing the Series 2005 Bonds, and to secure the payment of the principal of, premium, if any, and interest on the Series 2005 Bonds and the performance of the covenants and conditions contained in the Basic Documents.

Section 4. The Series 2005 Bonds are hereby authorized to be issued as one or more series of special obligation bonds to be designated Senior Lien Project Revenue Bonds (San Luis Regional Detention Center Project), Series 2005. The Series 2005 Bonds shall be issued in an aggregate principal amount not to exceed $28,195,000, shall mature no later than May 1, 2027, and shall be dated and pay interest on the dates described in the Indenture, and shall bear interest at a rate not to exceed 7.50% per annum.

The form, terms and provisions of the Series 2005 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Indenture and are hereby approved.

Section 5. The forms, terms and provisions of the Series 2005 Bonds, in the forms contained in the Indenture, be and they hereby are approved, with only such changes therein as are not inconsistent herewith and as are approved by the officers authorized to execute the Series 2005 Bonds and each is hereby authorized to deliver them. The signatures of the President or Vice President and the Secretary-Treasurer on the Bonds may be by facsimile.

Section 6. The forms, terms and provisions of the Basic Documents, in substantially the forms of such documents (including the exhibits thereto) presented to this meeting, are hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the documents (which approval will be conclusively demonstrated by their execution thereof), and the President or the Vice President and the Secretary-Treasurer, or any of such officers, is hereby authorized, empowered and directed to execute and deliver the Basic Documents.

Section 7. The Series 2005 Bonds are hereby sold to the Purchaser in accordance with the terms of the Purchase Agreement (which is hereby approved) and at the price specified therein, as submitted to the Corporation by the Purchaser. The President or the Vice President, or either of such officers, is hereby authorized, empowered and directed to execute and deliver the Purchase Agreement.

Section 8. The President, the Vice President or the Secretary-Treasurer is each authorized to execute and deliver to the Trustee the written order of the Corporation for the authentication and delivery of the Series 2005 Bonds by the Trustee.

Section 9. Upon the delivery of the Series 2005 Bonds, the proceeds of the Series 2005 Bonds shall be deposited as set forth in the Indenture.

Section 10. The officers of the Corporation shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated thereby, including without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the Series 2005 Bonds.

Section 11. The distribution of the Preliminary Official Statement is hereby ratified and confirmed and the President, Vice President or Secretary-Treasurer are hereby authorized and directed to execute and deliver the Official Statement, in substantially the form presented to this meeting, with such changes as may be acceptable to such officers of the Corporation, and the distribution of the Official Statement is hereby approved.

Section 12. The Series 2005 Bonds shall be special limited obligations of the Corporation payable solely from sources identified in the Indenture. Nothing contained in this Resolution or in the Basic Documents or any other instrument, shall be construed as obligating the Corporation, except to the extent provided in such documents or instruments, or as incurring a charge upon the general credit of the Corporation nor shall the breach of any agreement contained in this Resolution, the Basic Documents or any other instrument or documents executed in connection therewith impose any charge upon the general credit of the Corporation.

Section 13. U.S. Bank National Association, Phoenix, Arizona is hereby confirmed as Trustee, Registrar and Paying Agent under the Indenture.

Section 14. In consideration of the purchase and acceptance of the Series 2005 Bonds by the registered owners and holders thereof from time to time, and in consideration of retaining the exemption from federal income taxation of the interest paid thereon, the Corporation covenants, and the appropriate officials of the Corporation are hereby directed, to take all action required, or to refrain from taking any action prohibited, by the Internal Revenue Code of 1986, as amended and as supplemented by all applicable Treasury Regulations promulgated in connection with any applicable section thereof (hereinafter referred to as, collectively the "Code") to preserve the tax exempt status of the interest income of the Series 2005 Bonds.

Section 15. After any of the Series 2005 Bonds are delivered by the Trustee to the Purchaser upon receipt of payment therefore, this Resolution shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 16. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 17. Any provisions of any bylaws, orders, procedural pamphlets and resolutions inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any bylaw, order or resolution or any part thereof.

Section 18. It is hereby found and determined that all formal actions of the Corporation and its Board of Directors concerning and relating to the adoption of this Resolution were adopted in an open meeting and that all deliberations that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements of the State of Arizona and the Corporation.

Section 19. This Resolution shall be effective immediately.

ADOPTED AND APPROVED this 11th day of **October**, 2005.

By: _____
President, San Luis Facility Development Corporation

Attest:

_____
Secretary-Treasurer, San Luis Facility Development Corporation

RESOLUTION NO. 2005-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN LUIS FACILITY DEVELOPMENT CORPORATION APPROVING ARTICLES OF AMENDMENT

Be it resolved by the Board of Directors of the San Luis Facility Development Corporation that the Articles of Amendment attached as Exhibit "A" hereto, and the resolutions contained therein are hereby incorporated herein and approved and adopted as though full set forth again in full.

IN WITNESS WHEREOF, the President of the Corporation, acting for and on behalf of the Corporation, has set his of her hand on this 11th day of October, 2005.

By: _____
President

STATE OF ARIZONA)
) ss.
County of Yuma)

On this, the 11th day of October, 2005, before me, the undersigned Notary Public, personally appeared Nieves G. Riedel the President of the San Luis Facility Development Corporation, an Arizona nonprofit corporation, and acknowledged to me that he or she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

OFFICIAL SEAL
SONIA SANCHEZ
NOTARY PUBLIC - STATE OF ARIZONA
YUMA COUNTY
My Comm. Expires June 30, 2006

EXHIBIT "A"

ARTICLES OF AMENDMENT

SAN LUIS FACILITY DEVELOPMENT CORPORATION

Pursuant to the provisions of Arizona Revised Statutes Section 10-3101 et seq. ("**Arizona Nonprofit Code**"), the San Luis Facility Development Corporation, an Arizona nonprofit corporation (sometimes referred to herein as the "**Corporation**") adopts the amendment to its Articles of Incorporation set forth in Article Two of these Articles of Amendment.

ARTICLE ONE
NAME OF CORPORATION

The name of the nonprofit corporation is San Luis Facility Development Corporation.

ARTICLE TWO
RESOLUTIONS OF AMENDMENT

Resolutions to amend **Article XVI** of the Articles of Incorporation of the Corporation and to adopt a new **Article XV** of the Articles of Incorporation of the Corporation were adopted by a unanimous vote of the entire Board of Directors of the Corporation at a duly called and conducted meeting of the Board of Directors of the Corporation on October 11, 2005. **Article XVI** of the Articles of Incorporation was amended and a new **Article XV** was added to the Articles of Incorporation pursuant to the following resolutions:

RESOLVED, that **Article XVI** of the Articles of Incorporation of this Corporation be, and hereby is, amended to read as described below.

> The personal liability of a member of the Board of Directors of this Corporation to the Corporation or its members for money damages for any action taken or any failure to take any action as a director is eliminated and such directors are immune to the extent provided by the Arizona Nonprofit Code, including (without limitation) A.R.S. Section 10-3202, and any amendments thereto.

RESOLVED, that **Article XV** of the Articles of Incorporation of this Corporation (formerly Article XIV of the Articles of Incorporation) is hereby added to the Articles of Incorporation as described below.

RESOLUTION NO. 2005-3

RESOLUTION OF THE BOARD OF DIRECTORS OF SAN LUIS FACILITY DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED $28,195,000 AGGREGATE PRINCIPAL AMOUNT OF SENIOR LIEN PROJECT REVENUE BONDS (SAN LUIS REGIONAL DETENTION CENTER PROJECT), SERIES 2005, FOR THE PURPOSE OF FINANCING, ON BEHALF OF THE CITY OF SAN LUIS, THE SAN LUIS REGIONAL DETENTION SUPPORT AND TRANSFER CENTER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE CORPORATION OF A TRUST INDENTURE APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF REVENUES, A DESIGN AGREEMENT, A CONSTRUCTION AGREEMENT, A MANAGEMENT AGREEMENT, A BOND PURCHASE AGREEMENT, AND CERTAIN OTHER DOCUMENTS; AND APPROVING AN OFFICIAL STATEMENT RELATING TO THE SERIES 2005 BONDS

WHEREAS, San Luis Facility Development Corporation, an Arizona nonprofit corporation (the "Corporation") was formed to transact any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, including, without limiting the generality of the foregoing, any civic or charitable purpose such as financing or refinancing the cost of acquiring, constructing, reconstructing or improving buildings, equipment or other real and personal properties suitable for use by the City of San Luis, Arizona (the "City"), or its agencies or instrumentalities; and

WHEREAS, the City has now determined to finance an approximately 450-bed San Luis Regional Detention Support and Transfer Center (the "Project"); and

WHEREAS, in order to finance the Project, the Corporation and the City deem it necessary and desirable for the Corporation to issue its not to exceed $28,195,000 aggregate principal amount of Senior Lien Project Revenue Bonds (San Luis Regional Detention Center Project) Series 2005 (the "Series 2005 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2005 Bonds, the Corporation will enter into a standard form AIA Agreement, dated as of October 1, 2005 with Robert D. Runyon, AIA, in association with F.C. Cuny Corporation (the "Design Agreement"); and

WHEREAS, the Corporation and the City will also enter into a Construction Management Agreement, dated as of October 1, 2005 with Hale-Mills Construction, Ltd. (the "Construction Agreement"); and

WHEREAS, the Corporation and the City will also enter into a Facility Operation and Management Agreement, dated as of October 1, 2005 with CiviGenics-Texas, Inc. (the "Management Agreement"); and

WHEREAS, the Series 2005 Bonds and any additional bonds will be secured by a Trust Indenture, dated as of October 1, 2005 (the "Indenture"), between the Corporation and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the Series 2005 Bonds will be secured by a Deed of Trust, Assignment of Rents and Leases, and Security Agreement (the "Deed of Trust") and the revenues generated by the Project (the "Project Revenues"); and

WHEREAS, the Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the assistance it renders the City in financing the Project, and no part of the Corporation's net earnings, if any, will ever inure to the benefit of any person, firm or corporation except the City; and

WHEREAS, the Corporation, an Arizona nonprofit corporation, is authorized and empowered, among other things (a) to issue its special obligation bonds for the purposes of assisting the City in acquiring, constructing and equipping municipal improvements and otherwise incurring expenses to improve the use of municipal facilities, or the refinancing thereof, (b) to enter into leases and other necessary documents and to provide for rentals sufficient to pay the principal of, premium, if any, and interest on such bonds, (c) to secure such bonds as provided for herein, and (d) to enact this Resolution and enter into the Indenture, the Design Agreement, Construction Agreement and Management Agreement, all as hereinbefore or hereinafter defined, upon the terms and conditions provided herein and therein; and

WHEREAS, there have been placed on file with the Secretary-Treasurer of the Corporation and presented to this meeting (i) the proposed form of the Indenture, (ii) the proposed form of the Deed of Trust, (iii) the proposed form of the Design Agreement, (iv) the proposed form of the Construction Agreement, (v) the proposed form of the Management Agreement (the Indenture, the Deed of Trust, the Design Agreement, the Construction Agreement and the Management Agreement being referred to herein collectively as the "Basic Documents"), (vi) the proposed form of Purchase Agreement (the "Purchase Agreement") submitted by Municipal Capital Markets Group, Inc. and Herbert J. Sims & Co., Inc. (the "Purchasers") for the purchase of the Series 2005 Bonds, and (vii) the form of Preliminary Official Statement for the Series 2005 Bonds (the "Preliminary Official Statement"), which is hereby ratified and confirmed and which, revised after the sale of the Series 2005 Bonds shall constitute the form of the Official Statement relating to the Series 2005 Bonds (the "Official Statement").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SAN LUIS FACILITY DEVELOPMENT CORPORATION THAT:

Section 1. In addition to words and terms elsewhere defined in this Resolution, the capitalized words and terms used herein shall have the meanings given in Article I of the Indenture.

Section 2. All actions (not inconsistent with the provisions of this Resolution) heretofore taken by or at the direction of the Corporation and its officers directed toward the sale and issuance of the Series 2005 Bonds are hereby approved and ratified.

The right is expressly reserved to amend these Articles of Incorporation or any Article herein in any manner or respect now or hereafter permitted or provided for by the Arizona Nonprofit Code; provided, however the Corporation shall not amend, alter, change or repeal any provision contained in these Articles of Incorporation without the unanimous vote in favor thereof of the entire Board of Directors.

IN WITNESS WHEREOF, the President of the Corporation, acting for and on behalf of the Corporation, has set his of her hand on this 11th day of October, 2005.

By: _____
President

STATE OF ARIZONA)
) ss.
County of ~~Maricopa~~ Yuma) ss.

On this, the 11th day of October, 2005, before me, the undersigned Notary Public, personally appeared Nieves G. Riedel, the President of the San Luis Facility Development Corporatoion, an Arizona nonprofit corporation, and acknowledged to me that he or she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

OFFICIAL SEAL
SONIA SANCHEZ
NOTARY PUBLIC - STATE OF ARIZONA
YUMA COUNTY
My Comm. Expires June 30, 2006

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

CITY OF SAN LUIS, ARIZONA

RESOLUTION NO. 593

A RESOLUTION APPROVING THE ORGANIZATION OF A NONPROFIT CORPORATION KNOWN AS SAN LUIS FACILITY DEVELOPMENT CORPORATION; APPROVING THE ISSUANCE BY SUCH CORPORATION OF ITS PROJECT REVENUE BONDS; AGREEING TO ACCEPT TITLE TO THE ASSETS FINANCED BY THE CORPORATION'S BONDS UPON THE REPAYMENT OF SUCH BONDS; APPOINTING CERTAIN DIRECTORS OF SUCH CORPORATION; AND RATIFYING ACTION PREVIOUSLY TAKEN AND APPERTAINING THERETO.

WHEREAS, the City of San Luis (the "City"), in the County of Yuma and State of Arizona, is a legally created, established, organized and existing municipal corporation under the provisions of the Constitution of the State of Arizona (the "Constitution"); and

WHEREAS, under Article 13, Section 5 of the Constitution, the City has the right to engage in any business or enterprise which may be engaged in by any person, firm or corporation; and

WHEREAS, in order to facilitate the financing of various economic development Projects (the "Projects"), the City desires to create a nonprofit public benefit corporation (the "Corporation"); and

WHEREAS, The Corporation shall be a nonprofit corporation under Arizona law, Section 10-3101 et seq. of the Arizona Revised Statutes, or the corresponding sections of any future Arizona nonprofit code (the "Arizona Nonprofit Code"); and

WHEREAS, the Corporation is authorized to borrow money and issue bonds and other obligations, and to secure such obligations by mortgage or pledge of all or any part of its property interests and income; and

WHEREAS, to provide the funds needed to finance the costs of the Projects, the Corporation may issue its Revenue Bonds in one or more series (the "Bonds"); and

WHEREAS, the Bonds will be issued pursuant to the terms and provisions of an Indenture of Trust (the "Indenture"), between the Corporation and the corporate trustee named therein, as trustee (the "Trustee"); and

WHEREAS, the interest on the Bonds is intended to be exempt from the gross income of the registered owners thereof for federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, in order for the interest on the Bonds to be exempt from the gross income of the registered owners thereof for federal income tax purposes, the Corporation and the Bonds must meet certain conditions set for in the Code and the regulations and rulings promulgated thereunder; and

WHEREAS, the Articles of Incorporation for the Corporation provide that four of the five directors of the Corporation are to be appointed by the City Council of the City; and

WHEREAS, the Code and the regulations and the rulings promulgated thereunder require that the City approve the formation of the Corporation and the issuance of the Bonds thereby and agree to accept title to the Projects, including any additions to the Projects, upon the retirement of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA:

Section 1. Definitions. The terms not defined in this Resolution shall have the meanings set forth in the Indenture.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and officers of the City relating to the organization of the Corporation and the development and operation of the Projects is hereby ratified, approved and confirmed.

Section 3. Approval of the Organization of the Corporation. The organization of the Corporation is hereby approved. The Articles of Incorporation of said Corporation shall be substantially in the form as attached as an exhibit hereto, which, by reference, is hereby incorporated herein.

Section 4. Approval of the Issuance of the Bonds. The issuance of the Bonds by the Corporation for the financing of the Projects is hereby approved.

Section 5. Agreement to Accept Title to the Projects. The City hereby agrees to accept title to the Projects upon the repayment of the Bonds.

Section 6. Appointment of Directors of the Corporation. The City Council of the City hereby appoints the following members as interim Directors of the Corporation who are also authorized to serve as incorporators of said corporation:

1. Rosie Cordova, City Manager

2. Nep Ramirez, Finance Director

3. Nieves Garcia Riedel, Council Member

4. Rosa Varela, Council Member

Section 7. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Repealer Clause. All bylaws, orders or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order or resolution, or part thereof, heretofore repealed.

Section 9. Recordation. A true copy of this Resolution, as adopted by the governing body of the City, shall be numbered and recorded.

Section 10. Further Action. The officers of the City are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 12. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Arizona.

FINALLY ADOPTED AND APPROVED at its regular meeting on March 23, 2005 by the Council.

By _____
Guillermina Fuentes, Mayor

Attest:

By _____
Rosalicia Cordova, City Clerk

Approved as to form:

By _____
Glenn Gimbut, City Attorney

WHEN RECORDED MAIL TO:
CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, AZ 85349
ATTN: CITY CLERK

FFICIAL RECORDS OF
.UMA COUNTY RECORDER
SUSAN MARLER

FEE #: 2005 – 27737

06/28/2005 11:53 PAGES: 0003
FEES: 3.00 8.00 1.00 .00 .00
REQ BY: CITY OF SAN LUIS
REC BY: Johnna Erwin

The above area is to be reserved for recording information
****

CAPTION HEADING:

Resolution No. 605

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 605

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS AMENDING RESOLUTION NO. 593; APPOINTING AN ADDITIONAL DIRECTOR OF THE NONPROFIT CORPORATION KNOWN AS SAN LUIS FACILITY DEVELOPMENT CORPORATION.

Whereas on March 23, 2005 the City Council of the City of San Luis approved Resolution No. 593; which authorized the formation of the San Luis Facility Development Corporation, and appointed four (4) initial directors of said corporation;

Whereas there is a desire to amend the resolution and appoint a fifth director;

NOW THEREFORE be it resolved of the Mayor and Council of the City of San Luis, Arizona as follows:

Section 1: Resolution No. of the Mayor and City Council of the City of San Luis, Arizona is hereby amended to appoint JOHN STARKEY as the fifth initial director of the nonprofit corporation known as San Luis Facility Development Corporation.

FINALLY ADOPTED AND APPROVED at its regular meeting on May 11, 2005 by the Council.

By: _____
Guillermina Fuentes, Mayor

27737

WHEN RECORDED MAIL TO:
CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, AZ 85349
ATTN: CITY CLERK

Attest:

By: _____
Rosalicia Cordova, City Clerk

Approved as to form:

By _____
Glenn Gimbut, City Attorney

27737

WHEN RECORDED MAIL TO:
CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, AZ 85349
ATTN: CITY CLERK

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. D.**

Meeting Date: 07/29/2015

Department Head: Victor Figueroa, Acting Chief of Police, Police Department

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested: Motion

ITEM:

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, Acting Chief of Police)**

SUMMARY:

The San Luis Police Department is requesting approval to go into agreement with DEA to have an officer assigned to their task force. By having a San Luis Police officer at DEA's task force, our efforts to combat the illegal flow of narcotics will improve. At the same time, the investigative possibilities will be enhanced. As our community begins to grow, the risk of drug trafficking increases as well. By working closely with DEA and our other partner agencies; we can begin to ensure that SLPD will work tirelessly in dismantling and disrupting any and all type of drug trafficking organizations that will try to operate within our community.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE 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.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	$17,374.25
TOTAL:	$17,374.25
BUDGETED:	No
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	TBD
FISCAL IMPACT STATEMENT:	

DEA will fund for overtime up to the maximum of $17,374.25. This was not budgeted but since we will be getting reimbursed, the OT money will be taken out of our general fund overtime account.

Attachments

OJP DEA

MOU

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete, and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Luis Police Department
1030 E. Union St.
San Luis, AZ 85349

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Victor Figueroa, Acting Chief of Police

5. Signature

6. Date

PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
SAN LUIS POLICE DEPARTMENT

This agreement is made this 22nd day of July, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and San Luis Police Department (hereinafter "SLPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force (Officer working in the Yuma Resident Office) will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;

    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,

    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

2. To accomplish the objectives of the DEA Phoenix Task Force (Officer working in the Yuma Resident Office), the SLPD agrees to detail one (1) experienced Officer to the DEA Phoenix Task Force, for a period of not less than two years. During this period of assignment, the SLPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The SLPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The SLPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force (Officer working in the Yuma Resident Office), DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and SLPD Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the DEA Phoenix Task Force (Officer working in the Yuma Resident Office), the SLPD will remain responsible for establishing the salary and benefits, including overtime, of the Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the SLPD for overtime payments made by it to the SLPD Officer assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently $17,374.25), per officer. ***Note: Task Force Officer's Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the SLPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The SLPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The SLPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The SLPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.

10. The SLPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

11. The SLPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The SLPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the SLPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the SLPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2015. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by SLPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____
Douglas W. Coleman
Special Agent in Charge

For the San Luis Police Department:

_____ Date _____
Victor Figueroa
Acting Chief of Police

Approved as to form

_____ Date _____
Glenn J. Gimbut
San Luis City Attorney

Attachment

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. E.**

Meeting Date: 07/29/2015

Department Head: Victor Figueroa, Acting Chief of Police, Police Department

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested: Other

ITEM:

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, Acting Chief of Police)**

SUMMARY:

Currently the San Luis Police Department is going based on a policies and procedures manual outdated from 2007. Since then, the policies and procedures manual has not been updated to current laws, regulations and additional services our department has acquired. As time progresses and as our city and our own department continues to grow, new and best practices and procedures are needed to be in compliance and reduce risk & liability.

Lexipol is America's leading provider of policy management resources for law enforcement agencies. It also provides state-specific, Public Safety policy content and integrated policy training. Lexipol offers comprehensive, defensible policies written by legal and public safety professionals. Lexipol offers approximately 150 policies based on federal standards and state statutes and case law, regulatory actions, and law enforcement best practices. The San Luis Police Department would be able to customize this content to reflect the department needs, mission and goals.
Lexipol has proven that their policy and training solutions have helped public safety agencies across the country reduce risk and avoid litigation. Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that will support our department with:
-policies that reflect up-to-date, applicable industry standards and best practices
-customized content for the State of Arizona
-daily scenario-based training that reinforces agency approved policies and procedures
-regular updates to agency policies and procedures as statutes, case law, and regulations change.

The San Luis Police Department is requesting authorization to purchase the first year subscription fee in the amount of $8,800 *(This fee includes all development tools, policy updates, daily training bulletins, Lexipol forum)* and second year annual update fee (to be billed annually beginning year 2) in the amount of $7,300 *(billed year 2 – This fee includes all development tools, policy updates, daily training bulletins, Lexipol forum).*
Services included in the Lexipol Policy Manual and Daily Training Bulletin annual subscription:
-Lexipol Arizona Law Enforcement Policy Manual (150+ policies), accessed through Lexipol's web-based Knowledge Management System (KMS)
-editing and customization tools
-regular policy updates in response to legislative mandates, case law and evolution in best practices
-daily Training Bulletins
-archiving and reporting capabilities
-accreditation feature

-training and customer service support
-Lexipol Forum
The San Luis Police Department is in need of an up to date policies and procedures manual. Lexipol will not only offer current laws, best practices and what best suits our department needs but with the yearly fee, it will offer to keep the department up to date in any changes in laws and offer daily training bulletins for the SLPD staff.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AUTHORIZE SERVICES THROUGH LEXIPOL TO UPDATE POLICIES AND PROCEDURES MANUALS AND RELATED SERVICES AS PRESENTED BY STAFF FOR THE SAN LUIS POLICE DEPARTMENT.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	$8,800/$0/$0
TOTAL:	$8,800
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	Yes
ACCOUNT #/REMAINING BALANCE:	100-181-80000 Contractual Services General Fund / $120,000

FISCAL IMPACT STATEMENT:

The update of the SLPD's SOP policies and manual is a budgeted item under fiscal year 15/16 under contractual services account.

Attachments

Manual Sample
Advantage Package
Data Sheet
San Luis AZ PD
Soul Source Letter
Agreement

Arizona Law Enforcement Policy Manual

SAMPLE

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Use of Force

300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

300.1.1 DEFINITIONS

Definitions related to this policy include:

Deadly force - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.

Force - The application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.

300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation and a careful balancing of all interests.

300.2.1 DUTY TO INTERCEDE

Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force

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that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by the Department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 USE OF FORCE TO EFFECT AN ARREST

An officer is justified in threatening or using force against another if, in making or assisting in making an arrest or detention or in preventing or assisting in preventing an escape after arrest or detention, such person uses or threatens to use physical force and all of the following exist (ARS § 13-409):

(a) A reasonable person would believe that such force is immediately necessary to effect the arrest or detention or prevent the escape.

(b) The officer makes known the purpose of the arrest or detention or believes that it is otherwise known or cannot reasonably be made known to the person to be arrested or detained.

(c) A reasonable person would believe the arrest or detention to be lawful.

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include, but are not limited to:

(a) Immediacy and severity of the threat to officers or others.

(b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.

(c) Officer/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).

(d) The effects of drugs or alcohol.

(e) Subject's mental state or capacity.

(f) Proximity of weapons or dangerous improvised devices.

(g) The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.

(h) The availability of other options and their possible effectiveness.

(i) Seriousness of the suspected offense or reason for contact with the individual.

(j) Training and experience of the officer.

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(k) Potential for injury to officers, suspects and others.

(l) Whether the person appears to be resisting, attempting to evade arrest by flight or is attacking the officer.

(m) The risk and reasonably foreseeable consequences of escape.

(n) The apparent need for immediate control of the subject or a prompt resolution of the situation.

(o) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.

(p) Prior contacts with the subject or awareness of any propensity for violence.

(q) Any other exigent circumstances.

300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

(a) The degree to which the application of the technique may be controlled given the level of resistance.

(b) Whether the person can comply with the direction or orders of the officer.

(c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 CAROTID CONTROL HOLD

The proper application of the carotid control hold may be effective in restraining a violent or combative individual. However, due to the potential for injury, the use of the carotid control hold is subject to the following:

(a) The officer shall have successfully completed department-approved training in the use and application of the carotid control hold.

(b) The carotid control hold may only be used when circumstances perceived by the officer at the time indicate that such application reasonably appears necessary to control a person in any of the following circumstances:

1. The subject is violent or physically resisting.
2. The subject, by words or actions, has demonstrated an intention to be violent and reasonably appears to have the potential to harm officers, him/herself or others.

(c) The application of a carotid control hold on the following individuals should generally be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective, or would present a greater danger to the officer, the subject or others, and the officer reasonably believes that the need to control the individual outweighs the risk of applying a carotid control hold:

1. Females who are known to be pregnant
2. Elderly individuals
3. Obvious juveniles

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(d) Any individual who has had the carotid control hold applied, regardless of whether he/she was rendered unconscious, shall be promptly examined by paramedics or other qualified medical personnel and should be monitored until examined by paramedics or other appropriate medical personnel.

(e) The officer shall inform any person receiving custody, or any person placed in a position of providing care, that the individual has been subjected to the carotid control hold and whether the subject lost consciousness as a result.

(f) Any officer attempting or applying the carotid control hold shall promptly notify a supervisor of the use or attempted use of such hold.

(g) The use or attempted use of the carotid control hold shall be thoroughly documented by the officer in any related reports.

300.4 DEADLY FORCE APPLICATIONS

Use of deadly force is justified in the following circumstances:

(a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.

(b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.

Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes any of the following:

1. The person has a weapon or is attempting to access one and it is reasonable to believe the person intends to use it against the officer or another.
2. The person is capable of causing serious bodily injury or death without a weapon and it is reasonable to believe the person intends to do so.

300.4.1 SHOOTING AT OR FROM MOVING VEHICLES

Shots fired at or from a moving vehicle are rarely effective. Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure or law.

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300.5.1 NOTIFICATION TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

(a) The application caused a visible injury.

(b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.

(c) The individual subjected to the force complained of injury or continuing pain.

(d) The individual indicates intent to pursue litigation.

(e) Any application of a TASER device or control device.

(f) Any application of a restraint device other than handcuffs, shackles or belly chains.

(g) The individual subjected to the force was rendered unconscious.

(h) An individual was struck or kicked.

(i) An individual alleges any of the above has occurred.

300.6 MEDICAL CONSIDERATION

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor, or if not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called excited delirium), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

300.7 SUPERVISOR RESPONSIBILITY

When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

(a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.

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(b) Ensure that any injured parties are examined and treated.

(c) When possible, separately obtain a recorded interview with the subject upon whom force was applied. If this interview is conducted without the person having voluntarily waived his/her *Miranda* rights, the following shall apply:

1. The content of the interview should not be summarized or included in any related criminal charges.
2. The fact that a recorded interview was conducted should be documented in a property or other report.
3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.

(d) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.

(e) Identify any witnesses not already included in related reports.

(f) Review and approve all related reports.

(g) Determine if there is any indication that the subject may pursue civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.

(h) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

300.7.1 WATCH COMMANDER RESPONSIBILITY

The Watch Commander shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.

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Law Enforcement Daily Training Bulletin

USE OF FORCE

Medical Attention for Injuries Sustained Using Force

SCENARIO: Augustus Snerd and Samuel Mortimer get into a fight over a pool game in the Dive Bar. By the time you and your backup arrive, a full-on, bench clearing brawl is in progress. Eventually you utilize some very appropriate baton strikes. The crowd settles down and Mr. Snerd and Mr. Mortimer are arrested. Paramedics are on scene. Mr. Mortimer complains of pain to his leg from the baton strikes and you can see some redness and an abrasion. The injuries appear to be minor.

ISSUE: WHAT ARE YOUR OBLIGATIONS AFTER INFLICTING INJURY BY USING FORCE UPON MR. MORTIMER?

RULE: Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail.

ANALYSIS: When you apply force and the subject of the force sustains injury, complains of pain or becomes unconscious, you are obligated to obtain medical assistance. Since Mr. Mortimer's injury appears to be minor, have the paramedics examine him and either treat him as appropriate or clear him. Don't forget to document the use of force, injury and subsequent medical examination in your report. Remember too, that according to policy photographs of the visible or complained of area of the injury should also be taken and referred to in your report.

CONCLUSION: Responsible use of force comes with obligations. If a subject is in pain, has a visible injury or loses consciousness, seek medical attention for the subject prior to booking or release.

POLICY: 300.6-Medical Considerations

QUESTION: Minor injuries caused by use of force do not require medical examination.

ANSWERS: a) True
b) False

CORRECT ANSWER: b) False

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The Lexipol Advantage

Law Enforcement

Lexipol is America's leading provider of risk management resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. The Lexipol system has helped public safety agencies reduce risk and stay ahead of litigation trends, while communicating clear and concise policy guidance to their employees.

Proprietary System and Tools: Lexipol provides more than 140 policies based on federal and state statutes, case law, regulations and law enforcement best practices. Your agency has full editing capability to customize the manual to reflect your mission and philosophy.

Updates: Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent-setting court decisions or events that call for immediate changes to policy.

Policy Training: The integrated Daily Training Bulletin (DTB) component is a customizable, scenario-based daily training program that links directly to your agency's policy manual.

A police department arrested an English-speaking woman after she attacked neighborhood children with a butcher knife. She later claimed she was unable to communicate without a translator and filed a complaint with the U.S. Department of Justice. The resulting federal investigation cost the agency significant unbudgeted dollars. A federal Executive Order requires all agencies in all states to have a written Limited English Proficiency policy. The lack of such a policy could result in a complete loss of all federal funding and grants. All Lexipol subscribers have such a policy and are in compliance with this federal requirement.

A Sheriff's Office in California had a pursuit that ended tragically, with the death of a deputy in an unmarked unit and a hostage trapped inside the suspect vehicle. The California Vehicle Code provides immunity for any death, injury or property damage caused by a suspect vehicle if the agency has a policy that conforms to the code requirements. This agency had its Lexipol policy manual in place as of April 10, 2002. The fatal pursuit occurred on April 22, 2002. This agency had immunity in what could have been a very expensive lawsuit.

Adaptability: Our clients range from one to 2,500 personnel and include municipal police departments, county sheriff departments or offices, district attorney offices, port police, probation departments, school district and university police, tribal police, state regulatory and law enforcement agencies, federal agencies and military agencies.

Scale: More than 1,500 public safety organizations representing 86,000 law enforcement and fire personnel in 15 states use the Lexipol system. Our subscriber base is one of the largest private networks of law enforcement policy collaborators in the nation.

Archiving: Your policy manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

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The Lexipol Advantage

Law Enforcement

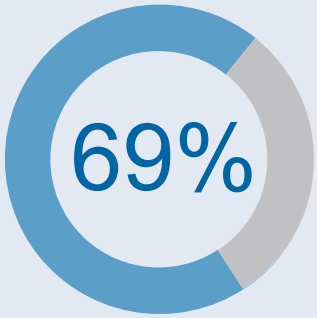
Insurance Pools/RMAs: A number of insurance pools and risk management associations provide funding assistance for the cost of the Lexipol program, annual subscription and Daily Training Bulletins.

Cost Effective Development: A fully burdened officer can cost an agency upward of $100K in salary and benefits. Most small to mid-sized agencies assign one officer to update and maintain their policy manual, which can consume 50% to 80% of the officer's time. A typical officer does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of an officer.

Ready Access: Many agencies describe their pre-Lexipol policy system as convoluted, reactive and not serving the agency well. Their employees have trouble accessing the policy system because the documents are contained in disparate silos of information. Thus, there is no easy way to get policy direction. When you become a Lexipol subscriber, you have a clear, straightforward, professional policy system that is legally defensible and easily accessible by all members of your organization.

The Lexipol system is truly unique. There is no other program in America offering the ability to customize, manage, disseminate and track your agency's policies and training.

For additional information about Lexipol, visit www.lexipol.com or call us at 949.484.4444.



Fewer Litigated Claims

Risk management programs often try to quantify the value of avoided claims. Here's what one Risk Management Association had to say: "Two years post-Lexipol implementation, perhaps the most positive trend is that Lexipol users have 69% fewer litigated claims compared to pre-Lexipol implementation. And, the claims that are litigated have, on average, **$7k** paid out instead of **$20k** pre-Lexipol."

A municipality was challenged in court by a right-to-bear-arms organization regarding its Lexipol Carry Concealed Weapon policy. The policy not only survived the court challenge, but was recognized by the court as a model policy that was in compliance with state law.

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Lexipol Law Enforcement Policy Manual

Lexipol is America's leading source of risk management resources for public safety organizations. Lexipol provides customizable, state-specific, web-based policy manuals with an integrated training component to help public safety agencies operate more efficiently and effectively. We currently serve more than 1,500 public safety organizations respresenting 86,000 law enforcement and fire personnel in 15 states.

Lexipol Value

- ✓ **We provide comprehensive, court-tested policies written by law enforcement and legal professionals.**
- ✓ **Lexipol experts constantly monitor major court decisions and emerging trends affecting law enforcement operations.**
- ✓ **Lexipol provides regular policy updates in response to legislative mandates, case law and evolution in best practices.**
- ✓ **Our system allows you to view the origin of all policy content, including federal and state laws and law enforcement best practices.**
- ✓ **Lexipol policies are instrumental in an agency's ability to prevail in court.**
- ✓ **The Lexipol system will allow cross-referencing to any accreditation standard.**
- ✓ **Lexipol's policy system has been shown to reduce the number of claims paid out. In fact, one statewide insurance pool reported a 69% decrease in litigated claims paid out.**
- ✓ **Lexipol's policy and training components are 100% web-based. There is no software to purchase or maintain.**
- ✓ **Each version of an agency's policy manual is archived on the Lexipol system for easy retrieval when needed for defense litigation or personnel matters.**

The Lexipol system is truly unique. No one else in America offers this level of customization and value to help you manage, disseminate and track your agency's policies and training. We can help you comply with current laws, regulations and law enforcement best practices, and then document that you've trained your personnel on your policies. To learn more, visit **www.lexipol.com** or call us at **949.484.4444.**

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Lexipol Law Enforcement Daily Training Bulletins

Lexipol is America's leading source of risk management resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. We currently serve more than 1,500 public safety organizations representing 86,000 law enforcement and fire personnel in 15 states. Lexipol offers state-specific policy manuals that are integrated with scenario-based Daily Training Bulletins (DTBs), which include a focus on high-risk, low-frequency events.

Lexipol Value

- ✔ **Lexipol's DTB service provides comprehensive training to help officers learn the content of your agency's policy manual *and* practical application of the policies.**
- ✔ **Each year, Lexipol provides each agency 365 scenario-based training bulletins that link directly to the policy manual.**
- ✔ **Each agency can customize Lexipol DTBs to address agency-specific topics.**
- ✔ **DTBs are designed to be completed in about six minutes.**
- ✔ **Lexipol's DTB service reinforces agency approved policies and procedures.**
- ✔ **Lexipol provides regular policy and training updates.**
- ✔ **Lexipol's policy system has been shown to reduce the number of claims paid out. In fact, one statewide insurance pool reported a 69% decrease in litigated claims paid out.**
- ✔ **Lexipol's policy and training components are 100% web-based. There is no software to purchase or maintain.**
- ✔ **Automated tools help ensure consistency between policy and training materials.**
- ✔ **Supervisors can track officer training using flexible reporting tools.**
- ✔ **Lexipol archives your agency's DTB training records to provide an invaluable resource in defense litigation or personnel matters.**

Lexipol can help you address issues related to risk, liability, safety and best practices. We can help you comply with current laws, regulations and law enforcement best practices, and then document that you've trained your personnel on your approved policies.To learn more, visit **www.lexipol.com** or call us at **949.484.4444.**

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Lexipol Return On Investment Case Study

Lexipol is America's leading provider of risk management resources for public safety organizations. Lexipol provides customizable, state-specific,web-based policy manuals with an integrated training component to help public safety organizations operate more effciently and effectively. Lexipol is recognized for our technical and legal expertise, and a proactive approach in ***decreasing liability exposure***. Lexipol's cost-effective policy and training system reduces the number of litigated claims and claims paid out.

According to a *five-year post-Lexipol implementation study, agencies that adopted Lexipol saw:

- **A significant decrease in the number of litigated claims**
- **A dramatic reduction in the cost of claims paid out**
- **No personnel or employment claims**

The study also found that Lexipol agencies have yet to incur a personnel or employment claim, while non-Lexipol agencies have had eight for over $448K.

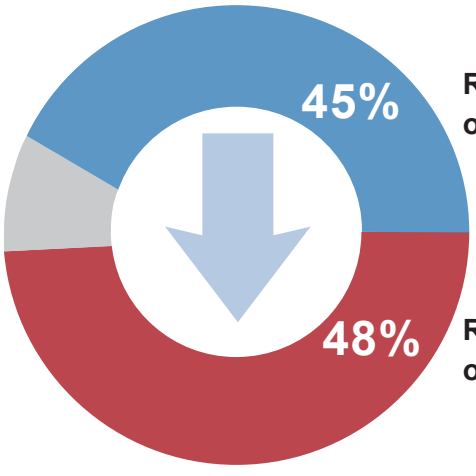
Lexipol's cost-effective policy and training system reduces the number of litigated claims and claims paid out.

Non-participating Agencies Experienced:

Eight personnel and employment claims for over

$448K

Fully Participating Lexipol Agencies Experienced:



Reduction in frequency of litigated claims

Reduction in severity of claims paid out

*Based on a five-year post-implementation Lexipol Benchmarking Analysis conducted by Citycounty Insurance Services (CIS) in Oregon, fully participating agencies showed 45% less frequency of litigated claims and 48% reduction in severity of claims paid out. Comparable non-Lexipol agencies in the same study showed no change in frequency of litigated claims and only 28% reduction in severity of claims paid out.

Lexipol

PREDICTABLE IS PREVENTABLE®

ARIZONA LAW ENFORCEMENT POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

SAN LUIS POLICE DEPARTMENT

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Aliso Viejo, California 92656
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www.lexipol.com

Jeff Daniel
Territory Manager
949-313-6546
jdaniel@lexipol.com

May 29, 2015

Lieutenant Victor Figueroa
San Luis Police Department
1030 East Union Street
San Luis, AZ 85349

Lieutenant Figueroa,

Thank you for the opportunity to propose our Law Enforcement Policy Manual and integrated Daily Training Bulletin service to your department. Our goal is to help our clients successfully face the evolving challenges in the world of public safety. Lexipol provides clear benefits in terms of managing, disseminating and archiving your agency's policies and training records. Agencies that adopt our policy subscription service have clear, effective policy manuals that reflect the true values and policing philosophy of their agency.

Lexipol is uniquely qualified to provide our Policy Manual and Daily Training Bulletin service to your agency. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk and avoid litigation. Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that will support your department with:

- Policies that reflect up-to-date, applicable industry standards and best practices;
- Customized content for the state of **Arizona**;
- Daily scenario-based training that reinforces agency approved policies and procedures;
- Regular updates to agency policies and procedures as statutes, case law, and regulations change.

Thank you again for your interest in Lexipol.

Sincerely,

LEXIPOL, LLC

Jeff Daniel
Territory Manager
949.313.6546

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LEXIPOL OVERVIEW

Policy Manual Development: Lexipol has created policy content that is specific to federal and to **Arizona** state law. This “master” content can then be customized by your agency. Your agency is prompted through interactive online software to develop policies standardized with regulatory requirements yet customized to the agency’s unique mission, philosophy and resource availability. The proprietary software allows efficient and accurate generation of a draft version of the manual from an online questionnaire.

Daily Training Bulletin Component: The training component consists of Lexipol’s Daily Training Bulletins. These give your department the ability to train and test employees on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances officers typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps sworn personnel understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the officer must pass to be credited with the DTB training. Your policy administrator will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. Your agency will also have the ability to create their own customized DTBs in the Lexipol system as you identify areas that require additional training.

Lexipol’s DTB training component allows you to track its training by officer, topic or policy. This information is archived electronically and can be produced immediately for current reports, or retrieved years later, thereby providing significant litigation and administrative support.

Unique Qualifications: Lexipol has established a unique set of risk management tools for public safety agencies by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service. The Lexipol policy and training system has helped public safety agencies throughout **Arizona** and the country, reduce risk and stay ahead of litigation trends, while at the same time communicating clear and concise policy guidance to their employees.

Proprietary System and Tools: Approximately 150 policies based on federal standards and state statutes and case law, regulatory actions, and law enforcement best practices are available with our intuitive tool set. Your agency has full editing capability to customize the manual to reflect your agency’s mission and philosophy. Our color-coded key reflects the origin of the content and its relative importance. The final product, which is not color-coded, is a professional, well organized, easy-to-read manual online in Lexipol’s Knowledge Management System and in hard copy. **There is no other system in the nation that incorporates all of these features at affordable annual subscription rates**.

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Updates: Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent-setting court decisions or events that call for immediate changes to policy. **These updates can be customized by your agency to reflect your agency's mission and philosophy.**

Adaptability: Our clients range from one to 3,500 sworn personnel and include municipal police departments, county sheriff offices, county district attorney offices, port police, probation departments, school district and university police, tribal police, state regulatory, fire and law enforcement agencies, federal agencies and military agencies.

Scale: Over 1,800 public safety organizations representing more than 100,000 law enforcement and fire personnel in 20 states use the Lexipol system. Our subscriber base is one of the largest private networks of public safety policy collaborators in the nation.

Archiving: Each version of your manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

Cost Effective Development: Most small to mid-sized agencies assign one officer to update and maintain their policy manual, which can consume 50% to 80% of the officer's time.

A typical officer does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of an officer.

Ready Access: Many agencies describe their pre-Lexipol policy system as convoluted, reactive and not serving the agency well. Their employees have trouble accessing the policy system because the documents are contained in disparate silos of information.

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Policy Training: The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manuals. The Daily Training Bulletin program is standardized, verifiable, realistic, and ongoing training that links directly to your policy manual. Archiving of training records provides verifiable evidence of achieving specific learning objects.

Accreditation Feature: The Lexipol system is an excellent complement to those agencies seeking to obtain or maintain accreditation. The Lexipol system addresses the vast majority of accreditation requirements, but maintains flexibility with its customization features in order to stay current with court decisions and agency-specific changes.

Lexipol has a unique *accreditation feature* – a specialized system which allows mapping specific accreditation requirements within Lexipol policy sections and subsections. Agencies seeking to meet accreditation requirements simply activate this feature, and are able to add any accreditation standard that applies to that section. When used in conjunction with Lexipol's easy-to-use editing tools, agencies can update policies to meet accreditation standards at their discretion.

Lexipol's accreditation feature also aids in making the accreditation process easier with its reporting abilities. Reports can be quickly and accurately created to reflect current policy compliance with specified accreditation standards.

Training Support: Your assigned policy administrators may attend any and all online training sessions (which can be repeated as many times as necessary):

1. Knowledge Management System (KMS) Training – which is your portal for policy editing and development and
2. Project Management session – which will introduce your Policy Manager to the Lexipol Electronic Client Toolkit (ECT) and the Project Management Guide (PMG).

Our Project Management Guide and Electronic Toolkit are included in the Lexipol subscription fee, and will aid your agency in completing your manual in a timely fashion. Our Project Management Guide provides tips and guidelines on how to achieve this goal. The Electronic Toolkit contains a couple of "best practices" examples that may give your agency some ideas as to how others have implemented the manual.

Our Program Development and Customer Service teams are also available throughout the development process to provide guidance and answer questions.

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Proposal 2015
SAN LUIS POLICE DEPARTMENT
Law Enforcement Policy Manual & Daily Training Bulletins
Based on 35 full-time/sworn personnel

Year 1

1st Year Subscription Fee - **$8,800** *(This fee includes all development tools, policy updates, Daily Training Bulletins, Lexipol Forum)*

Year 2 (to be billed annually beginning Year 2)

Annual Update Fee - $7,300 *(Billed Year 2 – This fee includes all development tools, policy updates, Daily Training Bulletins, Lexipol Forum)*

Services included in the Lexipol Policy Manual and Daily Training Bulletin annual subscription:

- Lexipol **Arizona Law Enforcement Policy Manual** (150+ policies), accessed through Lexipol's web-based Knowledge Management System (KMS);
- Editing and customization tools;
- Regular policy updates in response to legislative mandates, case law and evolution in best practices;
- Daily Training Bulletins;
- Archiving and reporting capabilities;
- Accreditation feature;
- Training and customer service support;
- Lexipol Forum

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ADDITIONAL SERVICES

Lexipol offers the following optional expanded services to assist your department with implementing and managing your Lexipol Policy Manual:

Supplemental Publication Service (Optional)

This service allows your organization to electronically link department-specific procedural content to your policy manual in Lexipol's KMS4 platform. Additional non-policy content can include such items as SOGs, SOPs, General Orders, Procedural Content, etc.

Daily Training Bulletin Management (Optional)

Lexipol can manage your entire DTB program to take some of the workload off of your staff. Our specialists are trained in the DTB authoring process and understand how to maximize the value and applicability of the DTBs to your department.

Policy Manual Update Administration (Optional)

Lexipol can handle all aspects of policy updates for your subscribed policy manuals (up to final approval) allowing you more time to focus on the needs of your department. Lexipol's process allows our specialists to maintain a deep knowledge of your specific manual(s), ensuring that all updates are properly integrated with your unique, customized policy manual.

Implementation Services (Optional)

Lexipol offers customized start-to-finish project management from a dedicated member of our team. Regardless of your needs, budget or timeline, Lexipol has flexible implementation solutions to meet your organization's unique needs.

Please inquire if you would like more information, including a price quote, for these additional services.

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SUMMARY OF THE UNIQUE FEATURES OF THE LEXIPOL SYSTEM

Lexipol is America's leading provider of risk management services and resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. Lexipol has helped public safety agencies reduce risk and stay ahead of litigation trends, while communicating clear and concise policy guidance to their employees. Additionally, Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service accessed through a web browser. The comprehensive Lexipol service is not available through any other public or private resources or organizations.

The program is unique in several ways, and there is no other system that offers the following integration in one package:

1. Online (software-as-a-service) policy manual content, document management, training content and testing through web-based proprietary system tools.

2. Regular and urgent updates to content via web-based tools.

3. Daily Training Bulletins (DTBs) that are based on realistic scenarios and written by public safety personnel, including online and real-time testing modules.

4. Archiving of all versions of the agency's policy manual, as well as capturing of user electronic signatures that acknowledge policy updates and Daily Training Bulletin records and test results.

5. Linking between the Daily Training Bulletins and policy sections to which the DTB applies.

6. Robust reporting features, including exception reporting with export to MS Excel capabilities.

7. Contemporary policy content that may be modified by the agency via proprietary online tools, thus reducing policy development time significantly.

LEXIPOL LLC
6B Liberty, Suite 200 • Aliso Viejo, CA 92656
949.484.4444 • Fax: 949.484.4443
www.lexipol.com

ADDITIONAL FEATURES INCLUDE:

Proprietary System and Software Tools: Over 150 core policies based on federal standards and case law, state statutes and case law, regulatory actions and law enforcement best practices. The client agency has full editing capability to customize the manual to reflect the agency's mission and philosophy.

Updates: Lexipol provides regular semi-annual electronic and interactive updates in response to legislative mandates, case law and evolution in best practices. It also provides client alerts and urgent updates in response to precedent-setting court decisions or events that call for immediate changes to policy.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manual and is accessed online via a web browser. DTB records are also archived for easy retrieval.

Adaptability: Our clients range from small agencies to large agencies with more than 3,500 sworn personnel, including municipal police departments, county sheriff offices, county district attorneys, port police, probation departments, school district and university police, tribal police, fire departments and a diverse group of state regulatory agencies.

Scale: More than 1,600 public safety agencies with 100,000 officers or deputies in 16 states use the Lexipol system. Our subscriber base is one of the largest private networks of law enforcement policy collaborators in the nation.

Archiving: Each version of the agency's policy manual is archived on the Lexipol servers, which allows for easy retrieval by the agency. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

For additional information or to obtain assistance please contact Lexipol at 949.484.4444 or visit www.lexipol.com.

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AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: _____

Agency's Address: _____

_____

_____

Attention: _____

Lexipol's Address: 6B Liberty, Suite 200
Aliso Viejo, CA 92656

Attention: _____

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("***Lexipol***"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) ***Exhibit A*** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) ***Exhibit B*** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY	**LEXIPOL, LLC**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: Chief Executive Officer
Date Signed: _____	Date Signed: _____

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EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following service(s):

POLICY MANUAL SUBSCRIPTIONS:		
Law Enforcement Policy Manual & Daily Training Bulletins ☐	Year 1 Pricing $_____	Year 2 Pricing $_____
Custody Policy Manual & Custody Daily Training Bulletins ☐	Year 1 Pricing $_____	Year 2 Pricing $_____
Fire Policy Manual & Fire Daily Training Bulletins ☐	Year 1 Pricing $_____	Year 2 Pricing $_____
Supplemental Manual(s)(Supplement to Policy manuals): Law Enforcement ☐ Custody ☐ Fire ☐	Year 1 Pricing $_____	Year 2 Pricing $_____
	Year 1 Total $_____	**Year 2 Total $_____**

Please complete all fields and place N/A where applicable.

(Chief/Sheriff Name) (Title) (Chief/Sheriff Email) (Chief/Sheriff Direct Phone)

(Custody Facility Manager Name) (Title) (Custody Fac. Mgr. Email) (Custody Fac. Mgr Direct Phone)

(Name of Agency as you want it to appear on the manual)

(Agency Street Address) (City) (State) (Zip Code) (County)

(Custody Street Address – If different) (City) (State) (Zip Code) (County)

(Billing Address if different from above) (City) (State) (Zip Code)

(Agency Phone) (Fax) (Email)

(Risk Management Group/Insurance Pool) (Accreditation Agency) (Agency Fiscal Year End)

(No. of Authorized Sworn Officers) (If Custody - No. of Beds) (If Fire - No. of Authorized Staff) (Agency Website)

(LE Primary User Full Name) (Title) (LE Primary User Phone) (LE Primary User Email)

(Custody Primary User Full Name) (Title) (Custody Primary User Phone) (Custody Primary User Email)

(Fire Primary User Full Name) (Title) (Fire Primary User Phone) (Fire Primary User Email)

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 Agency's Account. "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 Agreement. "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 Contract Year. "***Contract Year***" means the twelve-month period commencing on the Effective Date and each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 Derivative Work. "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 Effective Date. "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 Subscription Materials. "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. Term and Termination.

2.1 Term. This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the first Contract Year (the "***Initial Term***"); provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a "***Renewal Term***"), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 Termination. This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however,

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relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Indemnification), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fees/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service and thirty (30) days prior to the date for each Renewal Term (refer to 2.1 above). Agency will pay to Lexipol the subscription fees specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by

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or for Agency pursuant to an order from a court or other governmental agency or other legal process, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by in Section 4 above.

6. **Account Security**. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy**. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that Lexipol may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Lexipol will use commercially reasonable efforts to ensure the security of Lexipol's systems and to protect the confidentiality of information Lexipol receives from Agency. Lexipol's system uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

8. **Policy Adoption**. Agency hereby acknowledges and agrees that any and all policies included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy.

9. **Disclaimer of Liability**. In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability**. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability**. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality**. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know

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such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

13. Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet

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to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

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AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. F.**

Meeting Date: 07/29/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

Submitted By: Glenn Gimbut, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

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

SUMMARY:

During fiscal year 2014/2015 the Municipal Court embarked on a remodeling project at the court. This project encountered problems due to non-compliance with the City's Purchasing Code. The City Council approved settlement with one contractor at the meeting of July 8, 2015. However there are still other multiple vendors that need to be dealt with. Attached is a spread sheet showing the work that has been completed for which authorization for payment is requested, and work that needs to be done, for which a proposal has been received, but which is pending approval before the work begins. The remainder of the work remaining to be done is approximately $8,300.00 spread over three vendors. What is requested complies with §36.01.B of the City Code which allows purchases of less than $5,000 to occur without formality. The description on the attached spreadsheet is self explanatory. The quotes for work that remains to be done is: Julio Juarez to install carpet - $1,650; Sierra Coating to paint - $2,500.00; and Big Bob's Carpet to buy carpet which is $3,955.28. The work that has been done that is awaiting payment is: Maya's Construction - $985.10; Mic Homes - $2,250.00; Jose Serrano - $627.45.

RECOMMENDATION / SUGGESTED MOTION:

I hereby move 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 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 approval.

Supporting information not attached to the Agenda Item Review Form:

Attachments have been made.

Document to be Recorded?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Yes
TOTAL:	11,967.83
BUDGETED:	maybe
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	unknown

FISCAL IMPACT STATEMENT:

Do not know. Information needs to be supplied by Court. Because this is on the agenda for July 22, this may impact the budget for the 2015/2016 fiscal year.

Attachments

List of Invoices

Invoices

Req # 2015.2897.

SIERRA COATINGS LLC

5865 E View Parkway
Yuma, AZ 85365
Office: 928-257-2555
sierracoatingsllc@yahoo.com
ROC #261629 CR-34

Invoice

Date	Invoice #
7/10/2015	69

Bill To:	Work Performed At:
San Luis Municipal Court 767 N. 1st Ave San Luis, AZ 85349	San Luis Municipal Court

Description	Amount
For priming court room, paint two coats of paint, also crown molding, all new doors and jambs, new walls prime and paint on north side texture patches etc. on all remodel section this included all labor and materials.	

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of see balance due at right.

Total $2,500.00

This is a full invoice due an payable by _____ in accordance with our ☐ Agreement ☐ Proposal.

Req# 2015-3193

5/25/15

Court of City San Luis

AZ-85349

Estimate for Installation

Carpet Tiles

Including Tear-up old carpet

&

Prep Floors

899 Sq ft of Carpet Tile	$1650.00

Installer:

Julio Juarez

(928)919-0019

Total: $1650.00

ARS

Invoice

MIC HOMES INC.
3453 E. County 15th St
Somerton, AZ 85350
(928)941-0525
MICHOMESINC1@YAHOO.COM

MIC HOMES INC

Date: 05-19-15

To: San Luis Municipal Court
767 n 1st ave San Luis, Az 85349

Description:	Amount:
• Repairs in court room; retexture whole court room • additional two 10" 8" walls	
Total:	$2,250.00

Rec# 2015.2841

RCPT 2015 [illegible] 2883 or

Invoice

Maya's Construction L.L.C.

2862 S. Ave. B
Yuma AZ 85364

Date	Invoice #
5/28/2015	363

Bill To	Job Address
City of San Luis Municipal Court 767 N. 1st Avenue P.O. Box 1670 San Luis AZ 85349-0429	

P.O. Number	Terms	Rep	Project
	Due on receipt		

Quantity	Description	Price Each	Amount
1	Install customer 36" x 96" wood door with frame new opening. Remove (2) old doors and install new (2) hollow metal ones on existing frames, doors provided by owner	650.00	650.00

Phone #	Fax #	E-mail
928-726-5295	928-726-6924	mayas_construction@msn.com

Total	$650.00
Payments/Credits	~~$0.00~~
Balance Due	$650.00

Invoice over 30 days past due are wil be charged 1 1/2% per month service charge. This is an annual rate of 18%. In the event this account has to be turned over to a collection agent customer agrees to pay a reasonable collection fee.

Req# 2015-2914.

Invoice

Maya's Construction L.L.C.

2862 S. Ave. B
Yuma AZ 85364

Date	Invoice #
5/28/2015	362

Bill To	Job Address
City of San Luis Municipal Court 767 N. 1st Avenue P.O. Box 1670 San Luis AZ 85349-0429	

P.O. Number	Terms	Rep	Project
	Due on receipt		

Quantity	Description	Price Each	Amount
1	Install new door and hardware (door provide by Contractor) on new opening, exterior door, all material for installation provide by contractor. Exclude: paint by others.	335.10	335.10T

Phone #	Fax #	E-mail
928-726-5295	928-726-6924	mayas_construction@msn.com

Total	$335.10
Payments/Credits	$0.00
Balance Due	$335.10

Invoice over 30 days past due are wil be charged 1 1/2% per month service charge. This is an annual rate of 18%. In the event this account has to be turned over to a collection agent customer agrees to pay a reasonable collection fee.

CG508974

BIG BOB'S FLOORING OUTLET
A DBA OF SYNERGY HOLDINGS, INC
1821 S. ARIZONA AVE
YUMA, AZ 85364
Telephone: 928-217-5551 Fax: 928-217-5555

INVOICE

Sold To	Ship To
SAN LUIS MUNICIPAL COURT 767 N 1ST AVE SAN LUIS-MATERIALS ONLY, AZ 85349	SAN LUIS MUNICIPAL COURT 767 N 1ST AVE SAN LUIS-MATERIALS ONLY, AZ 85349

Order Date	Tele #1	PO Number	Order Number
05/27/15	928-341-8595	CARPET TILE	CG508974

Style/Item	Color/Description	Quantity Units
PALLADIAN CARPET TILE	SOFT COPPER	1,026.00 SF
SHAW N5100-4 GAL	PRESSURE SENSITIVE ADH.	2.00 EA
FLXTEC PRIMER-1GAL	~~LATEX PRIMER-1 GAL~~	~~2.00 EA~~

PO required by next week

Payment will need to paid in full prior to material being released

AR.

By signing this invoice, customer understands the following:

*Warranty/Care & Maintenance information will be emailed to customer.

EMAIL Address: arui2@courts.az.gov

(Big Bob's will not disclose customer's email to outside organizations)

*Shortages due to customer's measurements will be billed accordingly.

*Shortages due to change in scope will be billed accordingly.

*Material and labor to be paid in full prior to delivery/installation.

AR.

— 05/27/15 — 4:30PM —

Sales Representative(s):

CALEB TUGGLE

$25.00 fee on all returned checks. Payment Terms: Material & labor charges to be paid in full prior to delivery/install. Sign below to acknowledge terms & conditions.

Signature: [signature] Date: 05.27.15

Material:	3,648.38
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	306.90
Misc. Tax:	0.00
INVOICE TOTAL:	**$3,955.28**
Less Payment(s):	0.00
BALANCE DUE:	**$3,955.28**

Rec# 2015.2908.

Jose A. Serrano
P.O. Box 2282
San Luis Az. 85349
Angel's Glass Service
~~Ph. (928) 785-7136~~

711616

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 06/18/15

NAME San Luis Municipal Court

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1-	Clear Glass temp.		
2		11-900 Metal Clear		#542 45
3				
4		Labor		85 00
5		Total		627 45
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				#627 45
18		Reg# 2015.3192.		

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. G.**

Meeting Date: 07/29/2015

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

Submitted By: Eulogio Vera, Public Works Director, Public Works Department

Action Requested: Motion

ITEM:

Update on any and all matters regarding the water temperature data collection, report, and conclusions prepared by Nicklaus Engineering, Inc. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

For many years, City of San Luis staff has received complaints from residents experiencing high temperature water coming out of their tap. Recently staff was directed by Council to work with a third party consultant to collect data and further analyze the existing conditions/situation and possibly find deficiencies that can be mitigated to improve temperature of water being delivered. Nicklaus Engineering Inc., was retained and since then they have collected water temperature data, mapped it and compiled it into a draft report.

RECOMMENDATION / SUGGESTED MOTION:

"I MOVE TO _____."

[Potential motion to be determined after presentation of update on progress on independent engineering data collection and any preliminary analysis].

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:	Yes
CITY/STATE/FEDERAL FUNDS:	100% City Funded
TOTAL:	$5,000.00
BUDGETED:	$0
AVAILABLE TO TRANSFER:	$9,000.00
ACCOUNT #/REMAINING BALANCE:	GL 300-302-80001/$4,000.00

FISCAL IMPACT STATEMENT:

Water Division
Professional Services - GL 300-302-80001
Remaining Balance - $4,000.00

AGENDA ITEM REVIEW FORM

Special City Council Meeting **6. H.**

Meeting Date: 07/29/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

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

Action Requested: Ordinance - 1st Reading

ITEM:

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, Assistant City Attorney)**

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

SUMMARY:

The San Luis City Code Section 110.03(B) (passed as Ordinance 229 in 2005) prohibits the City of San Luis from charging certain nonprofit entities a license fee. The State of Arizona requires medical marijuana businesses to be nonprofit under A.R.S. § 36-2804.06. City Code 110.03(B) as it stands does not allow license fees for nonprofits which have Federal tax exemption status. Medical marijuana businesses do not have such status now. However, in order to make perfectly clear that the City has the ability to impose a license fee on Medical Marijuana businesses, staff requests this amendment to the City Code, the printed copy is attached to this agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE FIRST READING OF ORDINANCE 339 BY TITLE ONLY.

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:

Not applicable.

Attachments

Ordinance 339

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 339

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF THE CITY OF SAN LUIS, ARIZONA, TO PROVIDE FOR THE OCCUPATIONAL LICENSING OF MEDICAL MARIJUANA BUSINESSES; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

Whereas, the City Council of the City of San Luis, Arizona desires to make provision for the licensing of businesses dispensing or cultivating medical marijuana;

Whereas, the State of Arizona requires medical marijuana businesses to be nonprofit under A.R.S. §36-2804.06; and

Whereas, current Code of Ordinances of the City of San Luis Section 110.03(B) (passed as Ordinance 229) prohibits the City of San Luis from charging certain non-profit entities an annual license fee.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AS FOLLOWS:

Section 1. Section 110.03 (B) of the Code of Ordinances of the City of San Luis, Arizona is hereby amended to read as follows:

> Any nonprofit entity, save and except entities engaged in the business of medical marijuana dispensary or medical marijuana dispensary offsite cultivation location, which has tax-exempt status under the Internal Revenue Code §501(c)(3), as certified by the Internal Revenue Service, and which is not exempt from obtaining a BOP license under § 110.02(B) is required to obtain a BOP license. The nonprofit entity shall furnish a copy of its tax-exempt certification with its application, and the entity shall not be charged a license fee. Entities engaged in the business of medical marijuana dispensary or medical marijuana dispensary offsite cultivation location, shall be charged a license fee.

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

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

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 J. Gimbut, City Attorney

AGENDA ITEM REVIEW FORM

Special City Council Meeting **9. A.**

Meeting Date: 07/29/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

Action Requested: Motion

ITEM:

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, City Attorney)**

SUMMARY:

Council requested that this matter be discussed in executive session. Waters and Company is an executive recruitment consulting group that specializes in recommending talented, qualified, and experienced candidates for selection for Chiefs of Police and other public safety and government positions.

RECOMMENDATION / SUGGESTED MOTION:

I HEREBY MOVE TO HOLD EXECUTIVE SESSION FOR DISCUSSION REGARDING THIS ITEM.

Supporting information not attached to the Agenda Item Review Form:

Proposals attached

Document to be Recorded?: No

N/A

Fiscal Impact

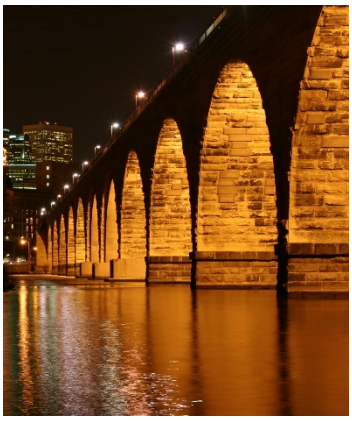
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Operations
TOTAL:	30,000.00
BUDGETED:	No
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	100-181 80000

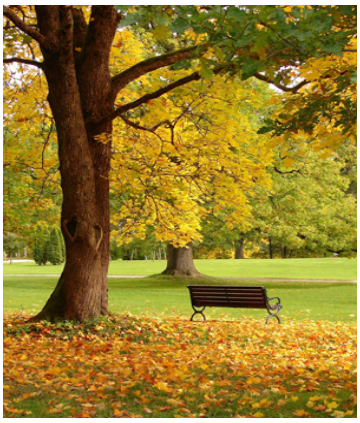
FISCAL IMPACT STATEMENT:

Estimated cost of $30,000.00 will be covered by Police contractual service line - total cost may vary depending on additional services requested by the city.

Attachments

Waters & Company Proposal
Novak Group Proposal
IPM Services Brochure
CPS HR Consulting Explanation





Proposal

City of San Luis, Arizona

Proposal to Provide Executive Recruitment Services

June 19, 2015

W&C | Waters & Company
Executive Recruitment
A Springsted Company

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SAMPLE BROCHURE ..... APPENDIX I

Waters & Company
Executive Recruitment
A Springsted Company

LETTER OF TRANSMITTAL

June 19, 2015

Mr. Omar Heredia, M.Ed.
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Re: **Request for Proposal to Provide Executive Recruitment Services**

Dear Mr. Heredia,

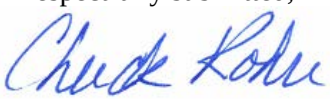
I appreciate the opportunity to submit our proposal for executive recruitment services for the City of San Luis' next Chief of Police. Our extensive experience in providing executive recruitment services to cities, counties and other public sector organizations nationwide will be beneficial for this recruitment and allow us to find the ideal candidate for the City of San Luis.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following unique ways:

- We will conduct a web-based survey that can be used to determine the key community-wide issues and priorities that are essential considerations for the City and the selection committee to consider. This survey is completed by the City's employees, community leaders and citizens. The results of the survey will provide the City Council with important feedback for development of the profile for the ideal candidate as well as the onboarding business plan;
- Management/Leadership Style Assessment Analysis completed by the candidates to determine if a candidate's management style matches the approved management/leadership style profile for the ideal candidate;
- Video candidate interviews through a proprietary system will be made available to the Mayor and City Council to assist in the selection process; and
- Utilization of a proprietary online application system exclusively licensed to Waters & Company Executive Recruitment, *a Springsted Company* (WCER) to facilitate talent management. The system has been designed by WCER to customize applicant flow and tracking. It allows ease of communication with applicants and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location and specific experience, expertise and qualifications.

The proposal document will provide you the details about our approach, expertise, client references and pricing for this executive recruitment. If you have any questions, please contact me at 214-608-7477 or by email at crohre@waters-company.com. Our Team would consider it a professional privilege to provide these services to the City of San Luis.

Respectfully submitted,



Chuck Rohre, Senior Vice President
Consultant

sml

City of San Luis, Arizona
Proposal to Provide
Executive Recruitment Services

I. General Information

Waters & Company Executive Recruitment (WCER) recently merged with Springsted Incorporated, establishing one of the largest public sector executive recruitment and organizational management firms in the United States. Springsted Incorporated, the parent corporation, is a certified WBE. Three employee-owners lead the firms and their 70-member staff. Our principal corporate office is located in Saint Paul, Minnesota, with regional offices located in Dallas, Texas; Milwaukee, Wisconsin; Cleveland, Ohio; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; Denver, Colorado and Los Angeles, California.

WCER has a team of seven primary recruitment consultants available to meet your executive recruitment needs. Each consultant assigned to this recruitment has experience working with cities and the many different disciplines that comprise the City of San Luis organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement; our unique approach and personal touch are reflected in our internal standard to provide outstanding services that exceed the City's expectations. Since 2010 our combined consultant team has conducted more than 350 executive recruitments.

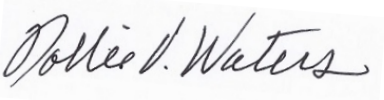
The WCER Recruitment Project Team will partner with the Mayor, City Council and designated staff as your technical advisor to ensure that the recruitment process for your next Chief of Police is conducted in a thorough and professional manner. Our objective is to generate high-quality candidates and assist you with the screening and evaluation of these candidates.

We have structured the WCER Recruitment Project Team to draw upon WCER's and Springsted's 50-plus years of service to the public sector and to leverage WCER's experience and capacity to focus nationwide to find the most qualified candidates.

Physical Address

Waters & Company Executive Recruitment, *a Springsted Company*
14285 Midway Road, Suite 340
Addison, Texas 75254
Office: 972-481-1950
Fax: 972-481-1951

Respectfully submitted,



Rollie Waters, Executive Vice President
Consultant

II. Response to Scope of Work

Task I: Recruitment Brochure Development and Advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in the recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the success of the candidate in the position of Chief of Police. The recruitment brochure will also have a profile that captures the essence of the City as a highly-attractive venue for the successful candidate to live and work.

To prepare the recruitment brochure, the Recruitment Project Team Leader will come on site to meet with the Mayor, City Council and designated staff to discuss the required background, experiences and management and leadership characteristics for your Chief of Police position. We meet individually (or collectively depending upon your preference) with the Mayor and City Council to broaden our understanding of the position's leadership and management requirements, current issues, strategic priorities and to identify expectations for the Chief of Police. [See example of a recruitment brochure in Appendix I.]

Information obtained from these meetings, coupled with our review of the job description and other City documents, is used to prepare a position and candidate profile. The completed profiles will be approved by the Mayor and City Council before recruitment begins. The position and candidate profiles will be central to our recruitment strategy and outreach to candidates.

The Recruitment Project Team will also work with the City of San Luis to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our Team will place ads in appropriate professional publications, websites and local print media. Additionally, WCER has a highly-accessed website that has a special location attracting many potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public sector conferences, will be utilized to further promote the position.

Project Milestone	Deliverables	Proposed Date
Position profile and recruitment brochure development.	• Onsite interview with the City. • WCER will receive information regarding the City's budgets, organizational charts, images, logos, etc. • Develop draft documents (Recruitment Brochure, Advertisement, Marketing Letter and Timeline).	June 29 – 30
Approve brochure, commence advertising and distribute marketing letter.	• Brochure sent to the City for final approval. • Commence advertising and distribution of recruitment brochure.	July 7

Task II: Execution of Recruitment Strategy and Identification of Quality Candidates

Utilizing the information developed in Task I, WCER will identify and reach out to individuals who will be outstanding candidates for the position of Chief of Police. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

In consultation with the Mayor, City Council and staff, we will develop a customized recruitment strategy for the Chief of Police position to include placing job ads in all appropriate national and state associations and websites. These efforts will be supplemented by the creation of an appropriate database utilizing our extensive, interactive applicant database for the Chief of Police position. This will provide the WCER Team with the ability to customize applicant flow and tracking, communication with applicants and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials.

During this part of the process the Recruitment Project Team will work with the Mayor, City Council and designated staff to reach consensus on the leadership and management style for the ideal candidate. Our research will determine the key competencies, work values and leadership/management style for the position and match the candidates to each attribute. Each candidate submitting a resume is sent a timely acknowledgement by our Team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

Project Milestone	Deliverables	Proposed Date
Execution of recruitment strategy and candidate outreach.	• Online data collection and profile development. • Development of interactive searchable applicant database for recruitment of the Chief of Police. • WCER performs direct outreach to prospective candidates identified in the recruitment strategy. • Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics.	July 8 – August 10

Task III: Screening of Applicants and Recommendation of Semi-Finalists

In Task III the Recruitment Project Team, under the direction of Chuck Rohre, will screen the candidates against the criteria within the position and candidate profiles and develop a list of semi-finalists for recommendation to the Mayor and City Council.

The most promising applicants will receive a candidate essay questionnaire to complete that will provide additional information about the candidates' background and experience. We will then narrow the list to a group of 10-15 semifinalists for your review and to select finalists.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our Team to develop a more comprehensive understanding of the candidate's ability to think "on their feet" as well as their personal and professional demeanor. This virtual interview can be scored by individual selection team members as well as the consulting team for later review and comparison.

Our Team will provide an online link for the Mayor, City Council and others designated, who have input into the hiring decision, allowing them to review and rate the recorded responses. This provides the organization with additional candidate assessments that can be customized to fit the unique needs of your City.

Throughout the process, you will have access to our Master Applicant List (MAL), which will provide pertinent data for each applicant.

Project Milestone	Deliverables	Proposed Date
Applicant screening and recommendation of semi-finalists.	• WCER compares applications to the approved candidate profile developed in our searchable applicant database. • WCER develops customized candidate questionnaire & due diligence questionnaire to provide to applicants who most closely meet the candidate profile. • Top 10-15 candidates identified as semi-finalists. • Semi-Final Report is prepared, including the brochure, master applicant list, cover letter, resume and completed questionnaire of candidates to be considered. • WCER and the City review and rate video interviews. • WCER sends links to City to review the aggregate responses and ratings. • Semi-finalists complete candidate management style assessment, responses are reviewed and interview questions are developed. • Recruitment Project Team Leader meets with Mayor and City Council to review recommended semi-finalists. Mayor and City Council select finalists for on-site interviews.	August 11 – 24

Task IV: Conducting Background Checks, Reference Checks and Academic Verifications

When the Mayor and City Council approve of a group of finalists for on-site interviews, WCER will begin the process of conducting reference checks, background checks and academic verifications. A Confidential Reference Report is prepared for each finalist to complete our understanding of his/her management and leadership characteristics and professional work performance.

For the background checks, WCER will develop information on the candidates in the following areas:

- Consumer Credit
- City/County Criminal
- City/County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we require a minimum of ten business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.

Project Milestone	Deliverables	Proposed Date
Finalists complete supplemental work products.	• Finalists complete narrative of their two most significant professional achievements and a critical problem analysis.	August 26
Design final process with City Council for on-site interviews with finalists.	• WCER confirms interviews with candidates. • Travel logistics are scheduled for the candidates.	August 25 – 26
Background checks, reference checks and academic verification.	• WCER completes background checks, reference checks and academic verifications for finalists.	September 2

Task V: Final Interview Process

Upon completion of Task IV, we will work with you to develop the final interview process. We will provide documentation on each of the finalists which will provide the highlights of their professional experience and leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The Recruitment Project Team Leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, if the City requests the service, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

Project Milestone	Deliverables	Proposed Date
Final Report prepared and delivered to the City.	• Final Report is prepared, including brochure, interview schedule, cover letter, resume, candidate questionnaire, two examples of candidates' most significant professional achievements, suggested interview questions, candidate assessment form and management style probing questions.	September 3
On-site interviews with finalists.	• Interviews are scheduled. • Recruitment Project Team Leader attends client interviews and is available to participate during deliberations of candidates.	Week of September 7
Offer made / accepted.	• If requested, WCER participates in candidate employment agreement negotiations. • WCER notifies candidates of decision. • WCER confirms final process close out items with the City of San Luis.	Week of September 14

Strategy for Recruitment of Diverse Candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of San Luis' Chief of Police position. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Waters & Company Executive Recruitment, *a Springsted Company*, is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Springsted Incorporated, our parent company, is a certified WBE.

Timeline

Below is an estimated Timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

CITY OF SAN LUIS, ARIZONA EXECUTIVE RECRUITMENT PRELIMINARY TIMELINE		
The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of June 28, 2015. Actual target dates will be developed in consultation with and approved by the Mayor and City Council.		
Project Milestone	**Deliverables**	**Target Date**
Profile development, advertising and candidate outreach.	• WCER completes on-site interviews to develop candidate profile and recruitment brochure; the City approves ad placement schedule and timeline. • WCER sends draft recruitment brochure to the City. • The City returns draft recruitment brochure (with edits) to WCER. • WCER commences executive recruitment advertising and marketing. • Online data collection and profile development.	June 28 – August 10
Applicant screening and assessment and recommendation of semi-finalists.	• WCER commences formal review of applications and sends most promising applicants a Candidate Questionnaire to provide additional information about background and experience. Candidates complete recorded interview online. • WCER completes formal review of applications and sends selected resumes and questionnaire responses to the City for review. Also candidates' recorded interviews are presented. • Semi-finalists complete candidate management style assessment and responses are reviewed and interview questions are developed. • WCER meets with the City and recommends semi-finalists; the City selects finalists for on-site interviews.	August 11 – 25
Comprehensive background check and reference checks completed for finalists.	• WCER completes reference checks/background checks/ academic verification on finalists.	September 3
On-site Interviews with finalists.	• WCER sends documentation for finalists to the City. • The City conducts on-site interviews with finalists.	Week of September 7
Employment offer made / accepted.	• The City extends employment offer to selected candidate.	Week of September 14

III. Proposed Costs

The all-inclusive professional fee to conduct the recruitment is provided below and includes the cost of professional services by the Recruitment Project Team Leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of WCER and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate. We are open to negotiate an alternative payment schedule if selected for this recruitment.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the following proposal amount will be due to Waters & Company Executive Recruitment, *a Springsted Company*.

All questions regarding the professional fees and project-related expenses should be directed to Chuck Rohre, Senior Vice President at crohre@waters-company.com or via phone at 214-608-7477.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES	FEES
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Recruitment Project Team Leader) Task 2 – Identify Quality Candidates	
Phase II	Task 3 – Screening of Applications and Submission of Recommended Semi-Finalists to Client (includes one day on site by the Recruitment Project Team Leader) Task 4 – Reference Checks, Background Checks and Academic Verifications	
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Project Team Leader)	
Conclusion	Acceptance of offer by candidate	
	TOTAL ALL-INCLUSIVE PROFESSIONAL FEE	*$24,500*

OPTIONAL SERVICES FOR CONSIDERATION	*FEES*
Additional work related to the search process and as specifically requested by the City that is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of $1,760 plus expenses.	*$1,760* per day plus expenses

Triple Guarantee

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, WCER will work to identify a supplemental group until you find a candidate to hire. (2) Your executive recruitment is guaranteed for 24 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) WCER will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

IV. Firm Experience

References

City of Somerville, Massachusetts

Mr. Bill Roche, *Personnel Director*
wroche@somervillema.gov
617-625-6600 ext. 3310
Project: Selection of Police Chief

City of Sanford, Florida

Mr. Fred Fosson, *Human Resources Director*
fred.fosson@sanfordfl.gov
407-688-5130
Project: Selection of Police Chief, City Manager, Human Resource Director, Director of Finance

City of Lakeville, Minnesota

Ms. Cindi Joosten, *Human Resources Manager*
hrinfo@lakevillemn.gov
952-985-4901
Project: Selection of Police Chief, Parks & Rec Director

Town of Marana, Arizona

Ms. Suzanne Machain, *Human Resources Director*
520-382-1920
snmachain@marana.com
Project: Deputy Town Manager and Police Chief

City of Charlotte, North Carolina

Ms. Cheryl Brown, *Director of Human Resources*
clbrown@ci.charlotte.nc.us
704-336-5703
Project: Selection of Police Chief, City Manager and Utilities Director

City of Denton, Texas

Mr. George Campbell, *City Manager*
george.campbell@cityofdenton.com
940-349-8307 or

Ms. Carla Romine-Hagmark, *Human Resources Director*
carla.romine@cityofdenton.com
940-349-8344
Project: Selection of Police Chief, Director of Engineering Services, Assistant City Manager and various Department Directors

Experience

The following is a partial list of previous Executive Recruitments:

List of Relevant Executive Recruitments 2010 – Present				
Year	Client	State	Recruitment	Population
2010	Marana	AZ	Police Chief	38,290
2010	Sanford	FL	Chief of Police	56,002
2010	Somerville	MA	Police Chief	78,804
2010	Virginia Beach	VA	Police Chief	448,479
2011	Denton	TX	Chief of Police	123,099
2011	Dyersville	IA	Police Chief	4,035
2011	Hopewell	VA	Police Chief	22,354
2011	Racine	WI	Chief of Police	81,855
2012	Accomack County	VA	Director of Public Safety	33,148
2012	Cedar Park	TX	Police Chief	61,238
2012	Kauffman	TX	Police Chief	6,922
2012	Roanoke County	VA	Police Chief	93,524
2012	Sanford	FL	Police Chief	56,002
2013	Jasper	TX	Police Chief	7,656
2013	Lakeville	MN	Police Chief	58,562
2013	Socorro	TX	Police Chief	32,517
2014	Buffalo	MN	Police Chief	15,724
2014	Cloquet	MN	Police Chief	12,036
2014	Richmond	TX	Police Chief	11,863
2014	Somerville	MA	Chief of Police	77,104
2014	Thief River Falls	MN	Police Chief	8,661
2015	University of Minnesota	MN	Police Chief	52,000

V. Recruitment Project Team

Mr. Rollie Waters, Executive Vice President
Direct Phone: (214) 466-2424
Email: rwaters@waters-company.com

Recruitment Project Team Leader
Mr. Chuck Rohre, Senior Vice President,
Direct Phone: (214) 466-2436
Email: crohre@waters-company.com

Mr. Chuck Anderson, Senior Vice President
Direct Phone: (817) 965-3911
Email: canderson@waters-company.com

Ms. Regan Brown, Project Coordinator
Direct Phone: (214) 466-2445
Email: rbrown@waters-company.com

Rollie Waters
Executive Vice President

Rollie O. Waters is an Executive Vice President of Waters & Company Executive Recruitment, *a Springsted Company*. Since 1976, Rollie has been a management consultant to private and public sector clients. He has consulted with national and international clients in the area of HR Management system design and strategic management. He has given various lectures and seminars for organizations in the areas of compensation as it relates to performance management. He is viewed on a national level as one of the foremost authorities in succession planning and performance management system design for the public sector. He has spoken before such organizations as the International City/County Managers Association, American Management Association, The Alliance for innovation, Southern Methodist University, the University of Maryland, National Forum of Black Public Administrators, California Institute of Technology, the Texas Municipal League (TML), the International Personnel Management Association (IPMA-HR), several international companies in Great Britain and various other U.S. public and private sector agencies and organizations.

Rollie has been actively involved in the development of competency-based knowledge selection and development tools over the past twenty years. He has been instrumental in ensuring the proprietary profiles that he has designed attract the right candidates that fit the organization's needs. In addition, Rollie's extensive knowledge of performance management solidifies matching the management style most compatible with the organization's success. His research on succession planning has led him and his team to be able to help shape the future of organizations through their executive recruitment activities.

Rollie has been widely published in national journals and magazines focusing on human resource challenges. His publications include a research article in the Public Personnel Management Journal titled "The Impact of Behavioral Traits on Performance Appraisal." Prior to founding W&C, Rollie held an executive position with Dun & Bradstreet Co., Inc., and a management position with Owens Corning Fiberglass.

Areas of Expertise

- Executive Recruitment
- Web- Based Compensation Support
- Management Development
- Organizational Strategy
- Mentoring Programs
- Performance Management
- Competency-based Systems and Development Systems
- Succession Planning

Professional Accomplishments and Education

Rollie is a member of Mensa, a Strategic Partner with the International City/County Managers Association, International Management Consultants, and Alliance for Innovation, a member of the National Corporation Advisory Council of the National Forum for Black Public Administrators, and numerous other professional groups. He has also appeared in several professional directories such as Who's Who in the World, Who's Who in Finance and History, and many others. Rollie has an extensive background in the behavioral sciences and strategic planning. He received his MBA at Pepperdine University and his Bachelor of Science degree in Psychology from the University of South Carolina. In addition, he is a Certified Management Consultant (CMC); CMC is a certification mark awarded by the Institute of Management Consultants USA and represents evidence of the highest standards in consulting and adherence to the ethical canons of the profession.

Chuck Rohre
Senior Vice President

Chuck Rohre is a Senior Vice President of Waters & Company Executive Recruitment, *a Springsted Company*. In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 35 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

Chuck joined the firm in January 2006 following a 13-year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitments across the nation, especially in the Midwestern and Southwestern states. Among others, he has led recruitment processes for City and Assistant City Managers, Police Chiefs, Fire Chiefs, Library Directors, Chief Information Officers, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Public Works Directors. The clients range from as small as 2,500 to as large as 700,000 in population. He has also conducted management consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

Areas of Expertise

- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Strategic Planning
- Organizational Assessment

Professional Accomplishments and Education

Chuck received his bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.

Charles (Chuck) Anderson
Senior Vice President

Charles (Chuck) S. Anderson is a Senior Vice President of Waters & Company Executive Recruitment, *a Springsted Company.* Prior to joining the Waters & Co., Chuck worked for local governments and non-profit organizations, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART) and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

Professional Accomplishments and Education

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.

Regan Brown
Project Coordinator

Regan Brown is the Project Coordinator at Waters & Company Executive Recruitment, *a Springsted Company*. She is responsible for supporting the lead consultants throughout the entire scope of the recruiting process, as well as providing administrative support to the Executive Vice President, Rollie Waters.

In this role, Regan coordinates communications with candidates, the handling of resumes and the distribution of candidate questionnaires. She is also responsible for providing support to candidates regarding technical and logistic issues. She assists the consultants in scheduling the semifinalist interviews, submitting profiles for background checks and education verifications and notifying the finalists. Her responsibilities extend to editing presentations and proposals, advertisement placements and general office administration.

Professional Accomplishments and Education

Previously, Regan worked in Residential Real Estate and as the Operations Manager for a publically held subprime financial services company. Coordinating between board members, executive staff and operations employees, she implemented executive initiatives at all levels of the company. Regan also served as ISO 9001 Management Representative for Halo Financial Services, LLC.; her attention to detail and her passion for efficiency allowed for a perfect audit record three years in a row. Her service leadership attitude ensures an exceptional customer service experience.

APPENDIX I
Sample Brochure

THE CITY OF SACHSE (TEXAS) SEEKS AN EXPERIENCED, HIGHLY MOTIVATED AND VISIONARY LAW ENFORCEMENT PROFESSIONAL TO SERVE AS THE NEXT...

POLICE CHIEF

COMMUNITY OVERVIEW

Sachse, "Hard to Say, Easy to Love," is a rapidly developing community within the greater Dallas area, adjacent to Garland and Wylie and is growing into a more urbanized setting. The growth has accelerated as Highway 190, the President George Bush Turnpike, extends through the southern part of the city. Sachse is mostly residential in character; however, retail and commercial businesses are beginning to rapidly develop along Highway 78. City officials and the Sachse Economic Development Corporation are confident that quality restaurants and retail establishments will develop along Highway 190.

With the adoption of the updated Comprehensive Plan, the city is poised for future growth within the realm of its ideal "country living" atmosphere. Sachse, at the crossroads of development within northern Dallas County and southern Collin County, is poised for success and offers an outstanding environment for the next Police Chief to make a difference. Sachse is located approximately 20 miles northeast of downtown Dallas on Highway 78 and Highway 190, which provides quick and easy access to Plano, Richardson, Garland, North Dallas, Central Expressway, and eastward to Rockwall County and beyond. The most recent estimated

ORGANIZATION AND GOVERNANCE

The City of Sachse is an incorporated municipality within Collin and Dallas Counties with a Home Rule Charter. According to the Charter, the City operates under the Council-Manager form of government, with policy-making and legislative authority vested in a governing body, the City Council, consisting of the Mayor and six at-large members, all elected on a non-partisan basis.

Under direction of the appointed City Manager, the City of Sachse offers a full range of services including: public safety (police, fire protection, and EMS), streets, sanitation, water and sanitary sewer utilities, environmental services, library, parks and recreation, engineering, planning and zoning, building inspection and code enforcement, and general administrative services. For Fiscal Year 2014-15, the City has a full-time staff of 133 full time and 42 part time employees, with a General Fund Budget of $12.82 million, and an all-funds budget of $25.89 million.

In January 2015 the City Council adopted an updated Strategic Plan and Vision for the community. Sachse holds a AA rating from Standard and Poor's. The City has a half-cent sales tax dedicated to economic development (Type B Corporation) and the City Council appoints the seven members of the Sachse Economic Development Corporation (SEDC) for staggered, two-year terms. To learn more about the municipal organization visit http://www.cityofsachse.com.

COMMUNITY OVERVIEW (Continued)

census lists the population as 23,000 (2014 Est.). Sachse's land area is approximately 9.8 square miles.

Sachse offers a variety of activities and cultural opportunities both in and around the community. Sachse Fallfest, an annual event that draws over 10,000 people from surrounding areas, is an annual arts and crafts country fair and the City hosts an outstanding fireworks show on Independence Day. The Sachse Public Library contains over 20,000 volumes. Because of its close proximity, Sachse has ready access to all of the cultural amenities in the Dallas/Fort Worth Metroplex, including museums, professional and intercollegiate athletics, professional and local amateur theater, and historical attractions. The educational needs of the community are served by two award-winning public school systems, the Garland Independent School District and the Wylie Independent School District. Continuing education is served by a wide variety of universities and community colleges in both Dallas and Collin counties, several within a short commute.

Sachse's retail trade area (within a 12 minute drive) consists of 180,500 residents in 60,000 households, with an average household income of $89,079. Assessed value of property within the city totals $1.41 billion.

SACHSE POLICE DEPARTMENT

Mission Statement:

To safeguard the lives and property of the citizens we serve. While doing so, officers and employees will respect and protect the rights and dignity of all citizens and promote strong personal values. The Department will be proactive by continually fostering partnerships with the community that create a safe environment that is free of fear. It is our pledge that the Department will uphold the Public Trust by performing these duties with Compassion, Respect, Honor and Integrity.

The Sachse Police Department (SPD) is comprised of 32 sworn officers and 15 non-sworn members, three animal control officers, and two part-time school crossing guards. SPD is not subject to the provisions of Local Government Code 143, "State Civil Service." The Department is housed on Sachse Road, adjacent to City Hall. The Public Safety facility which houses both Police and Fire was completed in 2010 and includes a new Communications Dispatch Center and an Emergency Operations Center. The public safety facility administrative offices are on the first floor.

The annual operating budget for FY 2014-2015 is $3,800,000. The Department is organized into two Divisions: Operations Division (Patrol [includes two motorcycle Officers]; School Resource Officers; School Crossing Guards, and a Warrant Officer) and Support Services Division (Criminal Investigations, Communications, and Records). A Lieutenant commands each Division.

In addition to law enforcement and crime prevention activities, the Police Department is responsible for the Animal Control function for the City. The City operates an Animal Shelter and picks up stray and abandoned animals to insure community safety, animal welfare and hygiene.

SPD is committed to Community Oriented Policing and Problem Solving; aggressively seeking partnerships with neighborhoods, businesses, churches, civic organizations, and individuals to reduce crime and address traffic and quality of life issues. The Department is dedicated to the values statement of the City of Sachse staff: Safety Conscious, Integrity, Quality Customer Service, Dependability, Positive Attitude, Teamwork, Effective Communication, Innovation, and Efficiency.

The Department works closely with neighboring police agencies and with the Garland Independent School District, with three School Resource Officers stationed at the local GISD secondary campuses. To enhance connection with the community, SPD offers a Citizen Police Academy and Neighborhood Crime Watch. A variety of crime prevention and safety programs are offered for adults, youth and senior citizens.

CURRENT ISSUES AND CHALLENGES

The following are some of the issues and concerns the new Chief will address during the first twelve to twenty-four months on the job. It is not intended to be all-encompassing but rather to represent primary initial challenges and opportunities of the position.

- Leadership and Organizational Climate - The Department has been without an appointed Chief for almost four months since the retirement of the previous Chief. The Interim Police Chief, Todd Renshaw, a former Police Chief and Public Safety Director for the City of Frisco, has provided a wealth of leadership for the department. While the Interim Police Chief has done a very credible job of filling the role, the Police Department staff is aware he is not a candidate for the position. The new Chief will be required to demonstrate and provide a high standard of leadership and stability for the department.
- Staffing and Employee Turnover - Like many smaller police departments, Sachse has high turnover as officers tend to move to federal agencies or larger police departments as they gain experience. Training and Development of newly recruited officers and entry level supervisors creates an ongoing challenge for the Chief and the command staff.

STRATEGIC OBJECTIVES AND GOALS

In September of 2014, the City Council began a process of establishing strategic objectives. The final Strategic Plan was adopted in January 2015 and includes 6 goals and 30 strategies covering every facet of the City to complement the City of Sachse's vision statement of: "Being a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home". The goals and strategies impacting the Police Department are as follows:

Goal/Strategy:

- Invest in the city's existing and future infrastructure - evaluate the future needs of the animal shelter;
- Meet the public safety needs of a growing citizen, student and business population - advance E-Watch, Video Partnerships, and Lockbox programs to the benefit of the community; implement rapid communication system(s); maintain Texas Police Chiefs Association Best Practices Program; enhance and grow Sachse's National Night Out program;
- Facilitate greater interaction among residents in the community and within neighborhoods - enhance and grow Sachse's National Night Out program; and
- Retain a high-quality workforce.

CURRENT ISSUES AND CHALLENGES (Continued)

- Traffic and Traffic Control - Several road projects are currently underway: Ranch Road, Maxwell Creek and Sachse Road. The city has applied to the Federal Railroad Administration for approval of a Quiet Zone plan. Once approved, the City will begin constructing required improvements at the railroad crossings.
- Equipment and Technology - The Department's vehicles and equipment are current and functional although there are needs for standardization and fleet upgrades. Patrol vehicles have mobile computers and the City Council has been very supportive in budget allocations for basic police equipment and technology. The City is currently working toward an Equipment and Vehicle Replacement Policy initiative. In addition to fleet replacement, SPD is working on replacing and upgrading its radio equipment to the new federal standards. The public safety radio and dispatch system currently operates from of the City of Garland radio frequency and truck system.
- External Relationships - To meet crime, traffic, and homeland security-related challenges with limited resources, the Chief will need to continually strive to develop and maintain mutually beneficial partnerships with other local, county, state and federal law enforcement agencies.

MANAGEMENT STYLE/PERSONAL CHARACTERISTICS

The Police Chief is a member of the City's senior management team and a recognized community leader. The vacancy for the position was created by the retirement of the previous Chief, who served the City for seven years. The City recently hired a new City Manager who will be on the job on June 1. The new City Manager will direct and recommend the appointment of the next Chief of Police. The new Chief will take command of a police agency that is charged with providing services to a community with an increasing commercial and retail customer base, creating high customer service expectations. The development of an effective police management approach is needed to address potential increases in crime rates resulting from growth and the proximity to crime and narcotics-related issues associated with nearby major urban centers. The Chief must have a strong commitment to customer service, and dedication to policing that involves the community, with an understanding of the importance of crime management and perceptions of public safety.

The successful candidate should have broad experience in all areas of a municipal police department including patrol, criminal investigation and administration, with an established, successful record of effectively managing the activities and functions of a police department comparable or larger in size and complexity to the Sachse Police Department. Additional areas of characteristics, knowledge and experience include:

- A commitment to regular and clear lines of communication and interaction with departmental staff, other departments, the City Manager's Office, elected officials, and the public. The Chief should be comfortable and experienced in media relations and interactions with print and electronic media.
- Ability to define clear goals, vision and direction for departmental personnel and the ability to maintain distinct levels of accountability.
- Demonstrated leadership of a department, or within a department, which has emphasized proactive and preventive activities, a customer service and community based philosophy, and stringent performance standards.
- Experience with regional cooperation and developing/maintaining positive working relationships with other local, state, and federal law enforcement agencies.
- Insight and experience in working within an increasingly diverse and growing community.

MANAGEMENT STYLE/PERSONAL CHARACTERISTICS (Continued)

- Passion and commitment to the development and enhancement of a community-oriented policing philosophy and with the development of effective relationships between the police department and neighborhood organizations, schools, and civic/business groups.
- A commitment to involving departmental personnel and community leaders in making Sachse a safe place.
- The ability to build consensus from differing points of view and arrive at effective decisions and a decisive leader who exercises sound judgment and is open to the ideas of others.
- A polished and comfortable communicator who can effectively convey his/her ideas orally, written, or in presentation environments.
- A proven record of absolute integrity, consistency and fairness in the application of policies and discipline and in the treatment of Department personnel and a person who sets high personal standards for him/herself and others in the Department.
- An effective delegator with the ability to assign responsibilities to subordinate personnel and hold them accountable for results.
- An innovative, proactive, flexible and creative person who is not afraid to consider new technology, equipment, training, and police practices.
- The ability to effectively communicate the Department's vision and goals to Departmental personnel and the community.
- The ability to say "no" when necessary without generating hostility or ill will.
- Committed to high levels of staff training and development, and capable of identifying external resources to supplement general fund support of training.
- While aware of politics, the Chief must scrupulously avoid personal involvement in political issues.
- An individual with a strong sense of self who demonstrates the highest levels of personal and professional ethics and behavior and leads by commitment, example and ethical standards, both on and off the job.

W&C | Waters & Company Executive Recruitment
A Springsted Company

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Suite 340
Addison, TX 75001

Phone: 972.481.1950
Toll-free: 800.899.1669
Fax: 972.481.1951

Springsted Incorporated
380 Jackson Street
Suite 200
Saint Paul, MN 55101

Phone: 651.223.3000
Fax: 651.223.3002

waters-company.com

QUALIFICATIONS AND EXPERIENCE

Required education will include a Bachelor's degree from an accredited college or university with major coursework in police science, criminal justice, public administration, or a closely related field. Six years of experience in municipal law enforcement or equivalent is required, with a minimum of four years of experience in a command level position. Other requirements include possession of a valid Texas driver's license or the ability to obtain within 30 days and possession of, or ability to obtain, Peace Officer certification from the Texas Commission on Law Enforcement. Completion of related advanced training such as LEMIT, ILEA, FBI National Academy or similar advanced programs is preferred but not required. While the City of Sachse has established minimum qualifications and credentials as described, each candidate's background and employment history will be reviewed for an outstanding level of professional accomplishment, community interaction and ethical conduct.

COMPENSATION AND BENEFITS

The City of Sachse has established a very competitive salary range dependent upon the background and qualifications of the successful candidate. Sachse offers a competitive benefits package including participation in Texas Municipal Retirement System at the maximum contribution rate. The Chief will have use of an unmarked City vehicle. The City will negotiate relocation assistance with the successful candidate. Residence within the corporate limits of Sachse is preferred.

APPLICATION & SELECTION PROCESS

Qualified candidates please submit your resume online by visiting our website at waters-company.recruitmenthome.com. This position is open until filled; however, the first review of applications will take place on **June 19, 2015**. Following the first review date, applications will be screened against criteria provided in this brochure and the City Manager will consider offering interviews to selected candidates. Interviews in Sachse will be offered by the City to those candidates named as Finalists, with reference checks, background checks, and academic verifications conducted after receiving candidates' permission. For more information, please contact:

Chuck Rohre
(214) 466-2436 (direct)
(214) 608-7477 (mobile)
Email: crohre@waters-company.com

Under the provisions of Texas statutes, information from your resume may be subject to release to the public at any time during the process; however, Waters & Company Executive Recruitment will endeavor to maintain confidentiality as long as possible.

The City of Sachse is an Equal Opportunity Employer and values diversity at all levels of its workforce!

City of San Luis

Executive Search Services - Police Chief

June 22, 2015

The Novak Consulting Group

The Novak Consulting Group

June 22, 2015

Mr. Omar Heredia
Human Resources, Training and Programs Coordinator
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Dear Mr. Heredia:

The mission of The Novak Consulting Group is to strengthen organizations, for those they serve and those who work in them. We are dedicated to providing management consulting services to local government and nonprofit organizations across the country. The firm was originally established as Public Management Partners in 2001, a firm specializing in local government consulting and executive search services in the Midwest. Since then, we have been providing our clients across the country with the very best thinking and execution in executive search and management consulting.

We are pleased to submit this proposal for executive recruitment services for Police Chief to the City of San Luis. Catherine Tuck Parrish, our Executive Search Practice Leader, will be the lead consultant for this recruitment. Our project team for the City comprises skilled professionals, seasoned in local government management with search experience across the country. Our team has had significant success working with similar organizations to identify and retain ideal candidates who meet each organization's unique set of needs and expectations. We are confident our approach will result in a successful leader for the organization.

Our firm has the necessary staff, expertise, resources, and abilities to conduct this recruitment and provide exceptional service to San Luis. We are a national, woman-owned firm, with employees who have served as leaders in some of the best local governments across the country. Our clients receive personal service from our consultants. Our mission is to strengthen communities, and we do this by helping them find the best leaders to help move their organizations forward.

Please contact me at (513) 309-0444 or jnovak@thenovakconsultinggroup.com should you have any questions.

Sincerely,

Julia D. Novak
President

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About The Novak Consulting Group

For nearly a decade, a highly respected management consulting firm named Public Management Partners helped a variety of organizations function more effectively. Through the years, the firm's founding partners built a sizeable client base of local governments and nonprofit organizations.

In 2009, Julia D. Novak acquired Public Management Partners and founded The Novak Consulting Group, staffed by consultants with decades of collective experience. With The Novak Consulting Group, Julia built on Public Management Partners' reputation for innovation and results, while expanding the company's services. Her company meets a wider range of needs, consulting with governments in the areas of executive search, financial planning, organizational assessments, strategic planning, executive coaching, and more.

- **Niche expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a very specific group of clients.

- **Flexibility to serve you better.** We employ a small core staff of four senior-level consultants and draw from our pool of subject matter experts when their expertise can help us serve you better. The result? A highly nimble, more efficient approach to giving you the services you need, when you need them.

- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local municipalities and nonprofit organizations. They've served in a wide range of positions, from City Manager to Public Works Director to Director of Management Information Systems to Police Chief.

- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are retuned, and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, we're small enough to offer very personal service from senior-level consultants.

The Novak Consulting Group is staffed with local government professionals, including seven full-time associates and subject matter specialists. The firm is headquartered in Cincinnati, Ohio, with staff also in Washington, D.C., North Carolina, Missouri, New York, and Wisconsin. We are a woman-owned firm led by President Julia Novak.

Approach and Methodology

When organizations need to fill key positions, they turn to The Novak Consulting Group and benefit from this guiding principle: meaningful hiring involves finding the right employee and preparing them for ongoing success. The Novak Consulting Group's approach to our executive search services comprises three key phases.

1. Inquiring, Understanding, and Defining

Each of our clients has a unique culture and set of objectives. Because selecting the right individual is critical to success, we begin our relationship by conducting a needs assessment to identify the specific benchmarks the search must accomplish. We will identify qualifications and requirements, as well as map out the new hire's six- to twelve-month goals, so both our client and the employee remain on the same track for success. We will build an accurate position profile, thus ensuring we attract the right people for the position.

2. Candidate Search and Evaluation

To reach the right candidates, The Novak Consulting Group customizes each search process to fit the client's needs. Often, the professionals who best fit an open position are already employed and not searching for a traditional job posting. So, we leverage our extensive, diverse professional network to attract the best talent nationwide. We have been successful in identifying a candidate pool that is racially, ethnically, and gender diverse. We advertise in national publications that target minorities and women, including the National Forum of Black Public Administrators (NFBPA) and the International Hispanic Network (IHN). We also work to identify qualified veterans and qualified candidates with disabilities. Once the right candidates are found, we help manage the hiring process from interviews to background checks. Our in-depth service empowers clients to achieve their goals at every step.

3. Supporting Success

We support the top candidate's long-term success by creating a goals-driven work plan actionable from day one. Many firms focus solely on finding qualified applicants, leaving the client on their own once the position is filled. Our team, however, uses the objectives gathered during the inquiry stage to prepare new hires for their first year. We follow up to ensure continued progress, productivity, and satisfaction for the employee and our client.

We take a tailored, goals-based approach to each recruitment. By looking beyond the hiring process, our holistic view ensures that each candidate will fit the role, as well as the organization. In the end, we are not just looking for a successful professional; we are finding the right employee to be successful in their new position long after they are hired.

Our executive recruitment and management consulting experiences have afforded us the opportunity to work with public and nonprofit organizations across the country and provided us with a wide national network. Through our connections, we are able to identify a broad diversity of qualified candidates in terms of race and ethnicity, gender, jurisdiction size, complexity of organization, and region of the country.

Our detailed approach follows.

Task 1 – Develop Candidate Profile

The Novak Consulting Group will begin this engagement by developing a clear picture of the ideal candidate for the Police Chief. We will begin by speaking with the City Administrator, elected officials (if desired), department employees and other key staff. We will discuss not just the technical skills needed for the position, but what makes for the right organizational fit, in terms of traits and experiences.

Based on the information learned from our meetings, we will develop a recruitment plan that includes Arizona, the region and the nation. We will also prepare a position profile that is unique to San Luis. The profile will identify the organization's needs, the strategic challenges of the position, and the personal and professional characteristics of the ideal candidate. This document drives the recruitment. It focuses our efforts on the most capable candidates, and it helps us to persuade candidates to pursue the position.

We will also develop twelve-month organizational goals for the successful candidate. These goals will ensure that: the applicants know what will be expected of them should they be hired; the City has thought about what they want the person to accomplish in the first year; and the successful candidate can hit the ground running with a work plan as soon as he/she starts. Once drafted, we will review the recruitment plan, position profile, and twelve-month goals with the City Administrator. Modifications will be made as necessary before recruitment begins.

Task 2 - Conduct Aggressive Recruitment

As part of the recruitment plan, we will identify individuals and jurisdictions to target directly through phone and email contacts. We have found that a combination of email and phone contacts is an effective way to reach top applicants, especially those who are not currently in the job market but may be willing to consider a move to an excellent organization like the City of San Luis. The Novak Consulting Group will prepare and place advertisements. These will be placed in state and national publications and online sites to attract candidates from throughout the United States. While this will be a national search, we will target our efforts to those key areas identified in the recruitment plan.

As soon as the profile and advertisements have been completed, we will begin the process of actively and aggressively marketing the position and identifying qualified candidates for assessment. The process will identify networks and organizations, such as the International City/County Management Association, the International Association of Chiefs of Police, and the Arizona Association of Chiefs of Police. We will also target minority candidates through direct outreach and organizations. We will also ask the City for names of individuals who might make outstanding candidates for the position.

As applications are received, we will acknowledge each application and keep prospective applicants aware of the status of the process.

Task 3 – Support Police Chief Selection

The Novak Consulting Group will screen each applicant against the position profile and first-year goals. We will conduct in-person and/or phone conversations with those that most closely meet the profile to learn more about their interest, qualifications, and experience for this position. A written summary of these candidates will be prepared and shared with the City. We will then meet with the City to review the entire list as well as the top candidates that have the requisite skills and qualities needed for success in the position. Based on our conversation, we will finalize the list of candidates to invite for in-person interviews.

Each person you wish to interview will then be contacted again by The Novak Consulting Group. We will speak with candidates' references to confirm the strength of their credentials. Written exercises will be prepared by each candidate. We will also review published information found in search engines, online publications, and social media. Reference and background checks will be performed on top candidates including but not limited to education, criminal, financial, media, and civil litigation checks.

We will work with the City Administrator to develop an interview process that includes input from a variety of stakeholders, if desired, and also assessments appropriate for the Police Chief candidates. An interview book that contains information about each of the candidates invited to interview will be provided.

We will work with the City to arrange travel logistics for each candidate and plan the interview process. Expenses for the candidates will be borne by the City.

The selection of the top candidate for the Police Chief is for the City Administrator, and The Novak Consulting Group can help the City Administrator make a well-informed choice by framing what we have learned about the candidates in the context of the position and its requirements.

The Novak Consulting Group also can assist in negotiating the employment offer. We will provide information about best practices in compensation, and we will have obtained information on the candidate's salary history. At the close of the search, all applicants will be notified of the results. Those who helped you in the process will be thanked for their contribution to a successful effort.

Additionally, The Novak Consulting Group will contact the successful candidate at various intervals during his/her first year on the job to discuss their progress toward implementation of the goals that were established for this position at the beginning of the process.

Recruitment Timeline

A preliminary timeline is included as Attachment A. We anticipate reviewing this timeline with the City during the initial project meeting.

Proposed Personnel

Catherine Tuck Parrish, our Executive Search Practice Leader, will serve as project manager/lead consultant for this search. Catherine has more than 20 years of experience serving local governments, in direct service or as a consultant. Most recently, she oversaw all human resources functions in the City of Rockville, Maryland, and was involved in the recruitment and hiring of many of Rockville's 500+ employees. She is also familiar with large organizations, having worked in the County Executive's Office in Fairfax County, Virginia on a variety of projects, including county-wide human resources projects. She has conducted searches for city manager/administrator, police chief, public works, finance, human resources, and many other key positions in local governments across the country.

In addition, Associate Patty Gentrup will support the search. Patty served in Liberty, Missouri as city administrator and assistant city administrator. She has worked with elected officials in many jurisdictions as a consultant, including council and staff goal-setting, training, and numerous facilitations.

Complete resumes are included.

Catherine Tuck Parrish, Executive Search Practice Leader

Catherine has over 20 years of management experience working with local governments, nonprofit organizations, and associations. She currently leads The Novak Consulting Group's executive search practice.

Her work as a consultant includes executive recruitment, project management, and contributions to numerous projects, including process improvement studies, strategic planning, departmental assessments, development review, and policy development. She has conducted successful executive searches for the positions of Chief Executive, Assistant Manager, Department Director, and other key staff. She has analyzed Human Resources, Inspections, Planning and Development, Communications, Public Works, Recreation, and Park functions for multiple organizations. She has also facilitated numerous governing body workshops and strategic planning sessions.

Education

Master of Public Administration, University of Kansas

Bachelor of Arts, University of Kansas

Industry Tenure

23 years

Consulting, 4 years

Local Government, 19 years

Catherine's most recent local government experience was as Deputy City Manager in Rockville, Maryland, where she oversaw Parks and Recreation, Human Resources, Information Technology, Finance, Communications, Customer Service, and Intergovernmental Functions. She also served as Assistant City Manager and Acting City Manager of Rockville for 11 months. Prior to joining the City of Rockville, Catherine served as Assistant to the County Executive of Fairfax County, Virginia, working on change management issues including a new pay system, employee surveys and implementation plans, and internal communication improvements. Catherine also served as Ethics Advisor at the International City/County Management Association (ICMA), counseling elected officials and citizen groups regarding employment agreements, form of government issues, and recruitment. Additionally, she served in the City Manager's Offices in Denton and University Park, Texas. Her experiences in these cities included securing initial state and federal transit grants, initiating a citizen newsletter, and acting as City liaison with neighborhood, civic, and university groups.

She chaired the ICMA's Acting Manager Task Force, which produced a handbook for interim managers. She served as Secretary, Vice President, and President of the Metropolitan Association of Local Government Assistants (MALGA) in the Illinois, DC metro area. She also led the Maryland City/County Management Association (MCCMA) as Vice President and President. Catherine has spoken at national and state conferences and recently spoke at the National League of Cities' Leadership Training Institute on recruiting and evaluating the CEO and served on an executive recruitment panel at the ICMA Conference. She also spoke with the ICMA Task Force on Women in the Profession about recruitment.

She has a bachelor's degree in personnel administration and communication studies from the University of Kansas and a master's degree in public administration from the University of Kansas. She is an active member of ICMA and MCCMA, serving on state and national committees.

Patty Gentrup, Associate

Patty has 25 years of experience working for and advising local, regional, and state governments. Her work as a consultant includes extensive experience facilitating strategic planning workshops and processes for governing bodies, organizations, and communities.

Education

Master of Public Administration, University of Kansas

Bachelor of Art, University of Kansas

Industry Tenure

25 years

Consulting, 8 years

Local Government, 17 years

Patty is an expert in community engagement. She knows how to involve stakeholders in assessing issues and developing solutions, using traditional as well as innovative tools and techniques and ensuring all voices are heard in community decision making. Patty also has conducted departmental analyses, process improvements, and performance measurement with a broad range of local governments.

Prior to consulting, Patty was City Administrator of Liberty, Missouri, a community of 30,000 in the Kansas City metropolitan area. With a staff of nearly 200 and a budget of more than $50 million, Patty worked with the governing body to secure new revenue sources; implement an award winning comprehensive land use plan to foster new development and redevelop key areas of the community; guide capital improvements to support a growing community while reinvesting in aging infrastructure; and to create a high performing organization.

Patty just finished a term serving on the board of the Kansas University City Managers and Trainees (KUCIMAT) organization. She has previously served the KUCIMATs as their president and has been on the Missouri Association of City/County Managers' board.

Patty has a bachelor's degree in journalism and a master's degree in public administration, both from the University of Kansas.

References

The Novak Consulting Group is currently conducting the following executive searches.

- Town of Windsor, Connecticut – Police Chief
- City of Oberlin, Ohio – Police Chief
- City of Oberlin, Ohio – Fire Chief
- Loudoun County, Virginia – Animal Services Director
- Peoria County, Illinois – Animal Protection Services Director

The table below lists references for some similar searches completed by The Novak Consulting Group under the direction of Catherine Tuck Parrish. We encourage the City to contact any of our past clients to learn about our commitment to timely and responsive service.

Jurisdiction	Contact Information
Aberdeen, Maryland • Police Chief • Public Works Director	Doug Miller, City Manager (410) 297-4218 dmiller@aberdeen-md.org
La Plata, Maryland • Police Chief • Planning Director	Daniel Mears, Town Administrator 301) 934-8421 dmears@townoflaplata.org
Gaithersburg, Maryland • Public Works Director • Finance Director	Tony Tomasello, City Manager (301) 258-6310 ttomasello@gaithersburgmd.gov
Peoria, Arizona • Human Resources Director	Susan Thorpe, Assistant City Manager, City of Corpus Christi, TX (former Assistant City Manager, City of Peoria, AZ) (361)826-3898 sthorpe@cctexas.com
Loudoun County, Virginia • County Attorney • Director of Economic Development • Director of Parks, Recreation and Community Services	Scott K. York, Chairman At large (703) 777- 0204 Scott.York@loudoun.gov Julie Grandfield, Assistant County Administrator (703) 777-0502 julie.grandfield@loudoun.gov
Kent County, Delaware • Public Works Director	Michael Petit de Mange, County Administrator (302) 736-2279 michael.petitdemange@co.kent.de.us
Westerville, Ohio • Finance Director • Deputy Planning and Development Director	David Collinsworth, City Manager (614) 901-6400 David.collinsworth@westerville.org

Fee

The total, not-to-exceed fee to complete the Police Chief recruitment is $22,300. We estimate the following additional costs to the City, which would be direct billed at cost with no markup.

- Approximately $1,000-$1,500 for advertising
- Background checks for the top finalists estimated at $175-$250/finalist

Travel for finalists' interviews will also be borne by the City.

It is our practice to invoice clients monthly based on completion of tasks in the scope of work.

Attachment A – Preliminary Timeline

City of San Luis
Police Chief Recruitment
Schedule

		start	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19
Activity 1 - Begin Engagement																	
1.1	Meet with the City Administrator to identify skills and experiences for successful Police Chief																
1.2	Obtain input from City Council, police department staff, and community leaders about police chief																
1.3	Identify 12-month goals for Police Chief																
1.4	Develop position profile and targeted recruitment plan																
1.5	Finalize recruitment plan, position profile and first year goals																
Activity 2 - Conduct Aggressive Recruitment		7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19
2.1	Develop and place ads																
2.2	Develop and cultivate candidates																
2.3	Receive application materials																
2.4	Communicate with candidates																
Activity 3 - Support Police Chief Selection		7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31	9/7	9/14	9/21	9/28	10/5	10/12	10/19
3.1	Conduct pre-screening of candidates to develop report on recommended preliminary candidates																
3.2	Meet with City Administrator to review and select top candidates for interviews																
3.3	Conduct background and reference checks on top candidates																
3.4	Facilitate inerviews with top candidates																
3.5	Assist City in offer and negotiation process with top candidate																
3.6	Inform all applicants of final outcome																

Experienced Interim Management

for YOUR City or County

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by Tim Pickering, ICMA Credentialed City Manager
Email > Tim@InterimPublicManagement.com
Phone > 480.577.0949
Web > InterimPublicManagement.com
Offices > 16868 N Stoneridge Ct Fountain Hills, AZ 85268
> 1591 Scotts Lane Pinedale, AZ 85934

Although organizations often appoint an existing employee to fill an interim vacancy, this practice leaves the individual unable to be effective in either position. Instead, IPM provides a seasoned professional - allowing optimal organizational performance.

COMPANY

IPM was created to garner the years of experience accumulated by tenured city/county manager and department directors to harness that knowledge for the betterment of communities. Our list of tenured local government professionals is over one-hundred strong. Our associates have outstanding reputations and the maturity that is only obtained through experience. If you need an interim city/county manager or department director, we have who you need.

#1 in Service

A turnkey solution that has addressed over 100 interim management needs of local governments.

WHAT WE DO

- interim city/county managers
- interim department directors
- interim supervisors

Serving Communities Since 2010

Outside Experts with No Conflicts

Rapid Availability and Easy to Use

Keeps Operations Moving

Pre-screened Candidates Ensuring Confidence

Enables Timely Decisions

Ability to Ensure Interims Do Not Apply

Allows Time for Quality Search Process

Pre-Assembled Large Bench of Professionals

Certified Expert in their Field

Each IPM associate is a certified expert in his or her field, including City/County Managers, Executive Directors, Economic Development Directors, City/County Clerks, HR Administrators, Planners, Finance Directors, Parks and Recreation Directors, Community Development Directors and more. Let us help you through your transition period.

Meeting Your Needs

IPM service is superior because we provide both types of directors typically needed for each engagement. Organizations in transition often need either an experienced change-agent that won't stay on permanently or local governments want to try-on the individual before making them a permanent member of their management team.

Highest Ethical Standards

Each IPM Associate agrees to a confidentiality agreement and accepts ICMA's code of ethics: * Focus on effective and democratic local government * Affirm the dignity and worth of services rendered * Be dedicated to the highest ideals of honor and integrity * To serve the best interest of all the people * Submit policy proposals to elected officials * Refrain from all political activities * Improve the Associate's professional ability * Keep the Community informed of local government affairs * Resist encroachment on professional responsibilities * Handle matters of personnel on merit * Seek no favor.

Call Tim Pickering, CEO at

480.577.0949 or email

Tim@InterimPublicManagement.com

InterimPublicManagement.com

IPM: Taking the Uncertainty out of Transition

Omar Heredia

From: Teresa Webster <twebster@cpshr.us>
Sent: Thursday, June 18, 2015 6:59 AM
To: Omar Heredia
Subject: RE: Contact an HR Specialist

Follow Up Flag: Follow up
Flag Status: Completed

Hello Omar,
Thank you again for calling yesterday about this RFP. Our executive search team will need to pass on this opportunity. They will not be submitting a proposal. I'm sorry we couldn't help you with this recruitment. If you have any questions, please feel free to give me a call.
Take care,

CPS HR CONSULTING
Teresa Webster
teresa@cpshr.us
o: (916) 471-3462
c: (541) 200-4232
f: (916) 561-7262
www.cpshr.us

From: Omar Heredia [mailto:OHeredia@cityofsanluis.org]
Sent: Thursday, June 04, 2015 4:46 PM
To: Teresa Webster
Subject: RE: Contact an HR Specialist

Hello,

To narrow down our request. Please know that we are looking to for assistance in circulating e-mails/letters to possible candidates nationwide. We are looking to broaden our options and hope to reach adept candidates. Please advise at your earliest convenience.

Thank you for your attention,

Omar Heredia, M.Ed.
Human Resources Training and Programs Coordinator
City of San Luis | P.O. Box 1170 | San Luis, AZ 85349
P: 928.341.2469 | F: 928.722.6773 | E: oheredia@cityofsanluis.org
Website: www.cityofsanluis.org

From: Omar Heredia
Sent: Monday, June 1, 2015 4:10 PM
To: 'thoward@cpshr.us'
Subject: Contact an HR Specialist

Greetings,

The City of San Luis recently opened a Chief of Police position and is looking to inquire about your executive recruitment services. Please contact me at your earliest convenience.

Thank you very much,

Omar Heredia, M.Ed.
Human Resources Training and Programs Coordinator
City of San Luis | P.O. Box 1170 | San Luis, AZ 85349
P: 928.341.2469 | F: 928.722.6773 | E: oheredia@cityofsanluis.org
Website: www.cityofsanluis.org

AGENDA ITEM REVIEW FORM

Special City Council Meeting **9. B.**

Meeting Date: 07/29/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. Sections 38-431.01.A.1 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, City Attorney)**

SUMMARY:

An executive session is appropriate to discuss the specific options of filling the position of prosecutor. The prosecutor's contract expired July 1, 2015.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION ON THE ITEM CONCERNING THE POSITION OF PROSECUTOR.

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:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	202,538.02
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	To be determined
FISCAL IMPACT STATEMENT:	

ESI Cost for 12 months
$125,000.00 (Gross Salary)
$ 16,772.52 (75% of COBRA)
$ 13,190.50 (Payroll - FICA Match, Federal and State Unemployment, Worker's Compensation, Professional Liability)
$ 4,375.00 (ESI Services)

$159,338.02 (Sub Total)

ASRS-ACR Cost Paid to ASRS-ACR Directly
$11,700.00 (Arizona Law 9.36% of Gross Salary)

Total for the Account for Prosecutor Contractual Services = 171,038.02 plus costs and expenses for Continuing Legal Education

Severance for termination without cause: Payment is contingent upon termination without cause.
Total for Council Contingency Line: Account # 100-110-81000 = $31,500.00

Attachments

ESI-City Proposal
ESI-City Addendum
Position Request to ESI
Position Request Supp.

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2. Fax the document and cover page to the appropriate number below:

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London:	448002799046
Singapore:	6565124696
Australia:	61280032791

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Envelope Subject:	Please DocuSign this ESI Agreement 15-16
Attachments to Fax:	
Envelope ID:	ac97d3ff-4d84-4996-8ab8-8c06c505dcc4
Sender Account Name:	Educational Services, Inc.
Number of Pages: (Including cover page)	_____

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AGREEMENT FOR STAFFING SERVICES

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona on July 1, 2015 ("Effective Date"), by and between City of San Luis ("Client"), and Educational Services, Inc., an Arizona corporation ("Contractor").

RECITALS

A. Contractor is a corporation in the business of providing employee-staffing services.

B. Client is an entity within the State of Arizona that requires qualified workers.

C. Client desires to obtain certain temporary staffing services ("Services") from Contractor and Contractor is willing to provide Services to Client upon the terms and conditions contained in this Agreement to provide for the allocation between Client and Contractor of responsibilities with respect to covered workers ("Workers" pursuant to Section 2 below).

D. The parties acknowledge and agree that Contractor is not a Professional Employer Organization, as it does not provide Professional Employer Services as such terms are defined respectively in Arizona Revised Statutes ("A.R.S.") §§ 23-561(8) and (9) and consequently the provisions of A.R.S. §§ 23-561 through 23-576 are inapplicable to this Agreement.

E. This Agreement shall not (1) offset, modify or amend any Federal, Arizona or local licensing, registration or certification required by the Client or for any Worker employed under this Agreement; (2) diminish, abolish or remove any rights of Workers against the Client or obligations of the Client to any Workers (e.g., retirement benefits, retiree health insurance, etc.), if any, that existed before the effective date of this Agreement; or (3) establish new or additional enforceable rights of a Worker against the Contractor or the Client that are not specifically allocated to the Contractor under this Agreement.

AGREEMENT

In consideration of the foregoing premises, and mutual promises contained herein, Client and Contractor agree as follows:

1. Relationship of the Parties

   Contractor is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. Contractor agrees that persons performing Services hereunder are not employees of Client. All workers provided by Contractor shall be employees of Contractor. Client has the right to direct and control Workers only to the extent necessary to conduct the Client's business and operations and to comply with licensing and certification requirements that apply to the Client or to any Worker.

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2. Worker

In this Agreement, the term "Worker" or "Workers" means an individual(s) (a) who is employed by the Contractor in Arizona to work in Arizona, (b) who pursuant to this Agreement is performing Services for Client, (c) who is listed on Contractor's roster of Workers delivered to Client, (d) who has completed Contractor's required enrollment forms, and, where applicable, is certified to be an administrator or licensed as required by law for the position in which employed by the Contractor, (e) who has entered into an agreement with Contractor, (f) who has provided all data required by Contractor for payroll processing and workers' compensation coverage, and (g) who has been entered onto Contractor's payroll system. The parties understand, agree, and acknowledge that no individual will be considered a "Worker" under this Agreement unless and until all of the conditions set forth in this section have been satisfied with respect to such individuals.

Contractor will neither hire nor place into employment positions with the Client any employee who has not received all necessary endorsements for the position assigned.

Neglect or failure of a worker to carry out the Client's policies is sufficient cause for dismissal from employment with Contractor and removal from association with the Client.

Workers who are placed with Client through Contractor and who have responsibilities including control over personnel decisions shall not take reprisal against an employee because the employee reports in good faith information regarding immoral or unprofessional conduct.

Contractor will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination and/or harassment claims.

3. Contractor Cost Agreements

A copy of a standard cost agreement is attached as **Exhibit A.** Contractor shall be solely responsible for guaranteeing that a Worker performs in accordance with the Contractor's agreements.

4. Term of Agreement

The initial term of this Agreement will be one (1) year following the Effective Date. Upon the expiration of the initial term, this contract may be renewed annually upon mutual agreement of both parties. This contract does not automatically renew at the end of each year.

5. Non-Appropriation Clause

Client may cancel this contract if funding is not available due to budget constraints.

6. Termination

a) Without Cause. Notwithstanding any other provision of this Agreement, Contractor or Client may terminate this Agreement with respect to any Worker at any time without cause upon the submission of at least fifteen (15) days' written notice to the other party, or for non-appropriation at the end of Fiscal Year for lack of funds.

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b) With Cause. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time with respect to any Worker by written notice to Contractor upon the occurrence of any of the following:

a. A material breach by Contractor or a Worker of any of Contractor's or Worker's obligations under this Agreement or under a Worker's contract.

b. If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony or of any crime involving moral turpitude, has his or her teaching certification or other licensing required for the position for which employed by Contractor revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker's contract, violation of the policies of the Client applicable to Client's own employees, unprofessional conduct or which adversely affects the reputation of Client.

c. Death or permanent disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his or her death or permanent disability.

d. If a Worker is unwilling, unable or fails to satisfactorily comply with Client rules, guidelines, policies, procedures and regulations. Termination of the Agreement under this provision shall not occur unless written notice of the alleged non-compliance is first given to Contractor and Contractor fails to cure the non-compliance within ten (10) business days following receipt of such written notice. Notwithstanding this notice period, Client may at any time require that any Worker be immediately removed from any Client worksite or assignment. Furthermore, the Client will have complete discretion in deciding whether an employee is immediately terminated for violation of Client's policies, or given ten (10) day notice and opportunity to cure the violation per this subsection.

e. If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to Contractor.

c) Agreement. The Agreement between Contractor and Client may be terminated by either Party for any reason at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 22.

7. Scope of Services

The Contractor shall supply Workers and shall perform the following services and/or activities in fulfillment of its obligations under the terms of the Agreement. Specifically, but without limitation, the Contractor shall:

a) Recruit and provide Workers as needed by Client.

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b) Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA") and the Arizona Employment Protection Act ("AEPA").

c) Maintain a system of statewide personal background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. Contractor shall ensure that all Workers possess certifications and licenses necessary to enable them to perform their assignments.

d) Provide the Worker with information regarding his or her obligation to comply with all of Client's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination, anti-retaliation and conduct policies.

e) Inform the Worker in writing that s/he is employed by Contractor and not employed by the Client.

f) Inform the Worker in writing that job related illness/injury reports are to be made to the supervisor or Contractor contact and provide information on where and how reports are to be made to the Contractor contact.

g) Provide the Worker with an Employee Handbook that will identify and explain Contractor's policies and procedures, as well as the policies and procedures of the Client that will be followed during the course of the Worker's employment with Contractor.

h) Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

    a. Hourly employees will not be allowed to accrue comp time and will be paid at overtime rate, 1 ½ times their regular hourly rate, for any hours worked over 40 hours in a work-week. The Contractor work-week runs from Sunday through Saturday. If an authorized timesheet approver (employee of Client) approves a Worker timesheet with overtime hours on it, Contractor must pay that overtime and will bill Client accordingly for that overtime.

i) Be responsible for, and hold the Client harmless from, claims of Workers arising from any act, error or omission of Contractor allocated to Contractor or shared by Contractor and Client under this Agreement.

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8. Approval of Supplied Workers

Client has the right, but not the obligation, to pre-approve or decline to pre-approve, any Worker provided by Contractor to fill a position for which the Client has contracted with the Contractor to provide a Worker. The Client has the right to reject any Worker prior to or at the time of placement. Client may recommend or decline to recommend that Contractor impose discipline upon any Worker, and Contractor may, in its own right, impose discipline, up to and including dismissal, upon any Worker.

9. Service Fees

Client will pay Contractor a service fee in accordance with the Fee Schedule, attached as **Exhibit B**. Contractor may adjust the service fee for statutory increases in payroll taxes and insurance, including but not limited to increases in FICA (OASDI/Medicare), federal and state unemployment taxes (but not for increases in income taxes of Contractor), workers' compensation premiums/experience modifier, as declared annually by the National Council on Compensation Insurance, Inc., or any changes in job functions or positions of Workers, and other insurance premiums or any government mandated statutory insurance requirement that is not already known or currently required, or any government mandated wage increase, and any such adjustments will be effective on the date of the increase or change.

For the purposes of establishing a fee differential for Workers that select medical coverage from Contractor's medical plan as required by the Patient Protection and Affordable Care Act (PPACA), for every Worker that selects medical coverage from Contractor's benefit plan(s), the Client will be assessed a one-time surcharge equal to the lesser of $1.00 per covered month that the Worker is insured though the Contractor's medical plan, or $10.00 in total. This surcharge will be assessed at the termination of the Worker's contract.

10. Pre-Payment Incentive or Payroll Deposit

Contractor pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, Client may elect to receive a pre-payment incentive of 10% off Contractor Administrative Fee as a discount or payable as a rebate.

Clients that do not take advantage of the pre-payment incentive shall provide a payroll deposit to Contractor, to ensure guaranteed, uninterrupted payroll service in the event of slow or late payment by Client. The payroll deposit for each Worker consists of an amount equal to 10% of the Total Service Fee from Exhibit A of the Worker's individual Subscriber Service Agreement. The deposit for each Worker will be billed prior to that Worker's start date with Client, and will be used for Worker payroll at the end of the Worker's term. The billings to Client will be reduced appropriately

11. Payment Terms

Contractor would like Client to view this agreement as a payroll partnership and not a regular procurement activity. As such, Contractor will bill Client with invoices as "Net 30". An 8% fee will be charged for late payments.

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12. Workers' Compensation

a) Except as otherwise provided in this Agreement, Contractor will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. Contractor shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than $500,000 each accident and $500,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer. Contractor shall, upon Client's request, upon termination of this Agreement, provide to Client records regarding the loss experience for workers' compensation insurance provided to Workers pursuant to this Agreement.

b) Client and Contractor understand, agree, and acknowledge that no individual will be covered by Contractor's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.

c) Client understands, agrees, and acknowledges that the workers' compensation insurance that Contractor will provide under this Agreement will only cover individuals who are listed on the Contractor's roster of Workers provided to the Client as set forth in Section 2 of this Agreement, and that such Contractor's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the service fee paid by Client shall be for payment of workers' compensation insurance premiums. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

13. Client's Liability Insurance

Client will provide liability indemnity protection to the Workers performing Services under this Agreement to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted.

14. Contractor's Liability Insurance

Contractor shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one-million dollars ($1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two-million dollars ($2,000,000). The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of the Contractor and its employees that is not the direct consequence of the Services provided by Workers under the terms of this Agreement.

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15. Patient Protection and Affordable Care Act (PPACA)

Contractor offers several medical benefit plan options that meet both "Minimum Value" and "Minimum Essential Coverage". Contractor is the employer of record for its Workers and is the applicable large employer (ALE) with the risk for 4980H penalty exposure. Contractor is responsible for determining hours of service as a full-time employee status for variable-hour Workers for purposes of section 4980H through the look-back measurement method requirements.

16. Administration

a) Contractor is responsible for administrative employment matters such as payment of all federal, state and local employment taxes, providing workers' compensation insurance, as well as fringe benefit programs for Workers. Contractor agrees to pay and hold harmless Client from any and all taxes, assessments or governmental charges in connection with all or any of the Services provided under the terms of this Agreement.

b) Client will immediately forward to Contractor any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with Contractor in responding thereto.

c) Workers will receive payment for services rendered pursuant to this Agreement solely through Contractor. It is a material breach of this Agreement for Client to pay any Worker in cash or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment.

d) Contractor shall warrant compliance with all federal immigration laws and regulations that relate to Workers and that it has verified employment eligibility of each Worker through the e-verify program. Contractor shall acknowledge that a breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of the Agreement.

e) Contractor further acknowledges that Client retains the legal right to inspect the papers of any Worker of Contractor who works under this Agreement to ensure compliance by Contractor. Contractor shall facilitate this right by notice to Workers and their supervisors.

17. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

USERRA protects civilian job rights and benefits for veterans and members of Reserve components. As Workers have primary employment history with Client, and Contractor has no ability to influence Client staffing decisions, it will be Client's responsibility to comply with USERRA and provide for necessary employment and/or reemployment positions in the event that Workers are called away for military service. Contractor must be notified of dates for Worker separation due to military service and will suspend billing of the Client for that Worker accordingly. Client will provide two-week notice that Worker is returning for reemployment and Contractor will resume billing accordingly.

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18. Safe Work Environment

a) Contractor and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work related accidents involving the Worker within 24 hours to Client.

b) Client will provide Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.

c) Contractor or its workers' compensation carrier has the right to inspect the Client's premises and operation, but is not obligated to conduct any inspections. Contractor reserves the right to audit safety activities. Contractor or its insurers may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log). Neither the Contractor's insurer nor Contractor warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.

19. Indemnification

Contractor agrees to defend and indemnify Client and its governing board members, officers, directors, employees, insurers, indemnitors, and agents for and hold them harmless from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, attorney's fees, including injuries to Contractor's employees (including Workers) ("Claims"), arising from, connected with, relating to, or resulting from this Agreement and/or Contractor's or Worker's performance of Services under this Agreement, including without limitation all claims arising from, connected with, relating to, or resulting from any actual or claimed negligent acts or omissions of Contractor or its officers, directors, shareholders, employees, and agents, provided that this indemnification agreement shall only be applicable to the extent that Claims are not covered under the terms and conditions of the coverage provided to the Contractor and the Worker by any applicable insurance coverage, and that such Claims are not the sole result of any act, error or omission of the Client.

Client agrees to defend and indemnify Contractor and its officers, directors, employees, insurers, indemnitors, and agents for, and hold them harmless from, all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, arising from, connected with, relating to, or resulting from this Agreement to the maximum allowable by law.

Contractor will indemnify Client for any assessment, assessable payment, fine or penalty imposed upon Client pursuant to 26 U.S.C. § 4980H, or any successor statutes, or any regulations enacted thereunder.

20. Adjudication of Agreement

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

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21. Modifications or Waiver of Agreement

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a principal of Contractor. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

22. Notices

All notices or other communication required or permitted under this Agreement shall be in writing and shall be made by hand delivery or overnight courier, or prepaid first class certified mail. Notice to ESI shall be sent to:

Educational Services, Inc.
21819 N. Scottsdale Road STE 100
Scottsdale, AZ 85255

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

23. No Rule of Strict Construction

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

24. Headings

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

25. Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

26. Arbitration

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement or the performance hereunder, the parties hereby agree that any such dispute may be submitted to binding arbitration. The arbitrator shall be selected by mutual agreement. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs.

27. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the conflict of law provisions thereof.

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28. Validity

This Agreement shall be valid and enforceable only after the designated representative of both Client and Contractor has signed it.

29. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

30. Record Retention

Contractor agrees that it shall maintain all books, accounts, reports, files and other records relating to the performance of the Contract for a period of five (5) years after the completion of the Contract and to make such documents open to the Client for inspection and audit at reasonable times.

/ / /

/ / /

/ / /

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated at their respective signatures below.

Effective Date: July 1, 2015

"Client"	Educational Services Inc.
Signature: _____	Signature: Phil Tavasci
Name: _____	Name: Phil Tavasci
Title: _____	Title: Managing Partner

ADDRESS FOR NOTICE:

_____
Street Address

_____
City, State, Zip Code

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EXHIBIT A

Educational Services, Inc.

Employee Cost Agreement Example

Client: FY: 15/16

We are pleased to honor your request for the position of XXX. Applicant is being recommended for this position. Please review the information below and return a signed original copy to ESI. Upon receipt of purchase order from the client, Applicant will be assigned to this position.

Start Date:

End Date:

Number of Contract Days:

Hours per day (if specified):

Benefits: Employee will have the remainder of leave given on 1/5/15. Any unused Sick or Vacation days can be brought back to XXX at the end of the ESI Contract.

Special Requirements: None

Item	Description	Rate	Amount
Employee Gross Wages Payroll Liabilities ESI Admin Fee			

Total

Rates subject to change during contract period.

Billing is one month in advance.

Mohave Educational Services Cooperative
Mesc Contract No. 12E-ESI-0517

Purchase Order MUST accompany signed Employee Cost Agreement

This contract is not valid without a Purchase Order that predates the start date on the Employee Contract.

21819 N. Scottsdale Rd, Suite 100
Scottsdale, AZ 85255
Phone: 480-719-3271
Toll-free: 844-614-7784
Fax: 480-907-1957

DocuSign Envelope ID: AC97D3FF-4D84-4996-8AB8-8C06C505DCC4

EXHIBIT B

Fee Schedule

□ **1Government Procurement Alliance (1GPA Contract No. 12-13)**
☒ **Return-to-Work, General and Substitute Leasing**

- Standard Fee: 3.50% of gross salary
- Volume Discount Tier I (25+ leased employees): 3.25% of gross salary
- Volume Discount Tier II (50+ leased employees): 3.00% of gross salary
- Multiple-Year Discount (Returning ESI employee 1+ year): 3.00% of gross salary
  - District may pass all or any portion of the fee to leased employee.

- Substitute Leasing: $8/Day

□ **Mohave Educational Services Cooperative (Mohave Contract No. 12E-ESI-0517)**
☒ **Return-to-Work and General Leasing**

- 1.00% fee to District. Remaining fee balance charged to participating employee.

  - The district is always charged a 1.00% fee. The variable fee is what we will charge the employee.

□ **Strategic Alliance for Volume Expenditures (SAVE Contract No. 14-06MP)**
☒ **Return-to-Work and General Leasing**

- Standard Fee: 4.00% of gross salary
- Volume Discount Tier I (25+ leased employees): 3.50% of gross salary
- Volume Discount Tier II (50+ leased employees): 3.00% of gross salary

  - District may pass all or any portion of the fee to leased employee.

DocuSign Envelope ID: AC97D3FF-4D84-4996-8AB8-8C06C505DCC4

EXHIBIT C

ESI employees are required to follow the Client Calendar and adhere to Client Policies with the same standards of conduct as regular employees. Daily activities are closely monitored by the Client's supervisor. If the supervisor has any concerns with the performance of one of our employees or their conduct we wish to be notified immediately so that we can, in collaboration with the Client, take any necessary action. Since we are the employer of record it is important that we are accountable for and responsive to any ESI employee concerns.

Please notify supervisors that monitor ESI employees so that they, too, understand the relationship and accountability of ESI employees to the District. Employee behaviors detrimental to the workplace will not be tolerated and immediate action for removal will be instigated by placing the employee on administrative leave until an investigation has been completed and a collaborative decision made by the Client and ESI.

If there are any complaints of sexual harassment or discrimination based on sex, race, color, national origin, religion, age, or disability report it immediately to ESI Human Resources at (844) 614-7784.

Thank you for collaborative participation in this venture with ESI.

EXHIBIT D

ADDENDUM to the
AGREEMENT FOR STAFFING SERVICES
Between
Employment Staffing Services and the City of San Luis

1. The parties agree to amend the Agreement to add the following provisions for termination without cause under paragraph #6. a):

"b). Upon termination for no cause the Worker will be paid the sum of $31,500.00 together with any other rights to compensation or benefits to which the Worker may have under this Agreement or law."

2. The parties agree to amend the Agreement to add the following provisions for termination with cause under paragraph #6. b):

> "f. If there is pendency of any proceedings against Worker which could result in the loss of a license to practice law in the State of Arizona."

3. The parties agree to amend the Agreement to add the following provision.

"31. The duties of Worker are as follows:

> Worker shall perform the duties of City Prosecutor which shall be those duties normally performed by municipal prosecutors in the State of Arizona, including, but not limited to prosecution of all misdemeanor criminal cases, civil traffic offenses and city code violations occurring within the City of San Luis, Arizona. Additionally, Worker shall prosecute all violations of probation arising in the Municipal Court of the City of San Luis. Also, the Worker will prepare training materials and serve as instructor to the San Luis Police Department in matters relating to the proper performance of law enforcement within the City of San Luis. Worker shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that are usually done by persons occupying his position as City Prosecutor of a municipality in the State of Arizona. Worker is an attorney in good standing with the Supreme Court of the State of Arizona."

4. The parties agree to amend the Agreement to add the following provision.

"32. The Client will provide Continuing Legal Education costs and expenses to the Worker."

5. The parties agree to amend the Agreement to add the following provision.

   "33. The Client (City of San Luis) understands that the Client will pay the ASRS-ACR penalty directly to ASRS which is 9.36% of the gross salary calculated for 12 months at $11,700.00."

Position Request Form

Fax to (480) 907-1957 or Email to hr@esiaz.us

2015-2016 FY

*Once you have received the Employee Cost Agreement from ESI, a PO must be provided to ESI before the start date listed below or the employee will not be permitted to work.

District Name:

Please indicate the Consortium you will use: 1 GPA Mohave SAVE None

Is the requested employee new to ESI or returning to ESI? New Returning

Job Requirements (Check all that apply): Admin/Teaching Cert Bus Driver Cert Coach Docs (list in special requirements)
Fingerprint Clearance Card CPR Cert Other (list in special requirements)

Start Date	End Date	# of Days	Hrs/Day	Employee Name	Job Title	Job Location	Pay Type (Salary, Daily, Hourly)	Pay Amount (Gross)

List any leave time employee is approved for (please include paid holidays):

Special Requirements:

If employee has additional stipends or supplemental positions list them here:

Description	Amount	Paid as: (Hourly Rate, Lump Sum, Equal Payments)	Additional Comments

Employee Phone:
Employee E-mail:

Position Request Made by:
Title:
Date:

Phone or E-mail:

Approved by:
Signature: Date:
Title:
Phone or E-mail:

SUPPLEMENT TO POSITION REQUEST

FOR STAFFING SERVICES
Between
Employment Staffing Services and the City of San Luis

List of Leave Time

Vacation

3.08 hours accrued biweekly.

Holidays

The worker shall have 10 holidays. The holiday will be observed on the day they occur unless the holiday falls on a Saturday, at which time the holiday will be observed the Friday preceding it, and if the Holiday falls on a Sunday, it will be observed the following Monday.

1. January 1, New Year's Day,
2. third Monday in January, Martin Luther King Jr./Civil Rights Day
3. third Monday in February, Lincoln/Washington Presidents' Day
4. last Monday in May, Memorial Day
5. July 4, Independence Day
6. first Monday in September, Labor Day
7. November11, Veterans Day
8. fourth Thursday in November, Thanksgiving Day
9. fourth Friday in November, day after Thanksgiving Day
10. December 25, Christmas Day.

Sick Leave.

The Worker shall accrue sick leave at the rate of 3.69 hours biweekly.

Civic Duty Leave

1. General. Upon substantiated application, the Worker shall receive absence with pay as civic duty leave while serving as a juror, complying with a subpoena, voting, or serving as a member of a governmental board, commission, or similarly constituted governmental body.
2. Use of civic duty leave. Except for voting pursuant to A.R.S. § 16-401 or A.R.S. § 16-402 (primary elections or general elections), the Worker shall report for duty whenever the Worker's presence is not required for the civic duty, unless:
    a. The distance to the work location would preclude timely reporting for the civic duty; or,
    b. The Worker cannot return to work at least 1 hour before the end of the workday.

3. Appearance as a witness. The Worker when subpoenaed as a witness by any court, administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the Worker's commercial, business, or personal matters.

4. Jury duty pay. If the Worker is granted civic duty leave, when called for jury duty or subpoenaed as a witness, the Worker shall remit any monies paid to them to the Client, except for mileage allowance.

5. Membership on a public service body. If the Worker serves as a member of a governmental board, commission, or similarly constituted governmental body, the Worker may be absent with pay while performing official duties with the public service body.

Bereavement Leave
Bereavement leave is paid leave for up to 24 regularly scheduled work hours due to the death or funeral of a spouse, natural child, adopted child, foster child, stepchild, natural parent, stepparent, adoptive parent, one who functioned *in loco parentis*, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

Special Requirements

1. The Client will pay ESI to cover the following expenses:

Severance
Upon termination for no cause the Worker will be paid the sum of $31,500.00 together with any other rights to compensation or benefits to which the Worker may have under this Agreement or law. Any unused vacation time accrued shall be paid out. All sick leave credits are forfeited at termination.

Payroll Liabilities
$13,190.50 per year (FICA, Federal and State Unemployment, Workers' Compensation, Professional Liability)

COBRA
$16,772.52 per year (75% of COBRA). (The remaining 25% is to be paid directly to COBRA by the Worker).

2. Job Requirements
   State Bar of Arizona license in good standing.

AGENDA ITEM REVIEW FORM

Special City Council Meeting **9. C.**

Meeting Date: 07/29/2015

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

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

Action Requested: Motion

ITEM:

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 a landfill. **(Glenn Gimbut, City Attorney)**

SUMMARY:

Executive session to present updates to the potential purchase of land, financing, and potential lease, management contract, and construction manager at risk contract for the possible development and operation of a landfill.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO GO INTO EXECUTIVE SESSION.

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:	N/A
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:

N/A

Attachments

VACANT LAND/LOT
PURCHASE CONTRACT

Skyslope 7-16-15

Document updated: June 2014

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If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

1. PROPERTY

1a. 1. BUYER: City of San Luis (BUYER'S NAME(S))

2. SELLER: RBC Citrus LLC (SELLER'S NAME(S)) or ☐ as identified in Section 9c.

3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").

1b. 6. Property Address: NW corner County 19th & Ave 1 E Zoning: AG

6. Assessor's #(s): 212-16-016, 212-16-017, 212-16-018 & 21 acres of 212-16-015

7. City: Somerton County: Yuma AZ, Zip Code: 85350

8. Legal Description: To be supplied in escrow or ☐ see attached legal description.

1c. 9. $ 1,000,000.00 Full Purchase Price, paid as outlined below

10. $ 25,000.00 Earnest money Towards down payment (Subject on Council approval)

11. $ 975,000.00 By means of a loan through National Bank, this offer is contingent

12. $ on buyer qualifying and receiving said loan. Buyer is responsible

13. for all their own loan costs in obtaining said loan, including the appraisal.

1d. 14. Incidental Improvements: Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
15. thereon or incidental thereto, are being transferred in their existing condition ("AS-IS") and Seller makes no warranty to Buyer,
16. expressed or implied, as to their condition except as provided for in section 5a.

1e. 17. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Property, and any existing personal property
18. specified herein, shall be included in this sale, including the following:

19. _____

20. _____

21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
22. or encumbrances.

23. Fixtures and leased items NOT included: _____

1f. 24. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's
25. office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow
26. Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on
27. September (MONTH) 2nd (DAY), 2015 (YEAR) ("COE Date"). If Escrow Company or recorder's office is closed on

28. COE Date, COE shall occur on the next day that both are open for business.

29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds
31. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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1g. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to the rights of tenants under existing leases, to Buyer at COE or [x] pg 8 . Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.

1h. **Addenda Incorporated:** ☐ Additional Clause ☐ Buyer Contingency ☐ Domestic Water Well ☐ H.O.A. ☐ Loan Assumption ☐ Market Conditions Advisory ☐ On-site Wastewater Treatment Facility ☐ Seller Financing ☐ Short Sale ☐ Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land ☐ Other: _____

1i. **IF THIS IS AN ALL CASH SALE: Buyer shall provide Seller, within five (5) days or _____ days after Contract acceptance, either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.**

2. FINANCING

2a. **Type of Financing:** [x] Conventional ☐ FHA ☐ VA ☐ USDA ☐ Assumption ☐ Seller Carryback ☐ _____ (If financing is to be other than new financing, see attached addendum.)

2b. **Financing: This sale [x] is ☐ is not contingent upon Buyer obtaining a satisfactory financing commitment within Due Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)**

2c. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest Money. PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.

2d. **Pre-Qualification:** A completed AAR Pre-Qualification Form ☐ is ☐ is not attached hereto and incorporated herein by reference.

2e. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed describing the current status of the Buyer's proposed loan within five (5) days after Contract acceptance and instruct lender to provide an updated LSU to Broker(s) and Seller upon request.

2f. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**

2g. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.

2h. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to $ _____ of loan costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.

2i. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form if attached hereto or LSU provided within five (5) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.

2j. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by [x] Buyer ☐ Seller ☐ Other _____ Appraisal Fee(s) ☐ are ☐ are not included in Seller Concessions, if applicable.

2k. **Partial Release, If applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of partial release.

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2l. Subordination: If applicable, Seller carryback financing ☐ is ☐ is not to be subordinated to a construction loan. If Seller agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend the parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

3a. Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

Citizens Title — "ESCROW/TITLE COMPANY"; (928) 783-1261 — PHONE

(928) 343-0476 — FAX; lslade@stewartaz.com — EMAIL

1540 S 2nd Ave, Yuma, AZ 85364 — ADDRESS

3b. Title and Vesting: Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax consequences. Buyer is advised to obtain legal and tax advice.

3c. Title Commitment and Title Insurance: Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written notice of any items disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense.

Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way, easements and all other matters of record or ☐ _____ deed.

3d. Additional Instructions: (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.

3e. Prorations, Expenses and Adjustments:

Taxes: Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.

Rents, Interest and Expenses: Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.

Deposits: All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at COE or ☐ paid to Buyer by Seller at COE.

3f. Post Closing Matters: The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said adjustments.

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3g. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.

3h. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the COE shall be: [x] paid in full by Seller [ ] prorated and assumed by Buyer [ ] paid in full by Buyer. Any assessment that becomes a lien after COE is the Buyer's responsibility.

3i. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

3j. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.

3k. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

4a. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to the Buyer within five (5) days after Contract acceptance.

4b. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available, and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.

4c. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy of any known road maintenance agreement affecting the Property.

4d. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller that are associated with the Property.

4e. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

4f. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.

4g. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.

4h. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within five (5) days after receipt of the Affidavit of Disclosure. >>

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4I. H.O.A. / Condominium / Planned Community: The Property ☐ is ☒ is not located within a homeowners' association/ condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.

4J. Changes During Escrow: Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior to the expiration of the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of disapproval to Seller.

5. WARRANTIES

5a. Seller Warranties: Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and all personal property not included in the sale and all debris will be removed from the Property.

5b. Warranties that Survive Closing: Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic tank or alternative system) is correct to the best of Seller's knowledge.

5c. Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Property. Buyer warrants that Buyer is not relying on any verbal representations concerning the Property except disclosed as follows: _____

_____

6. DUE DILIGENCE

6a. Due Diligence Period: Buyer's due diligence and inspection period shall be thirty (30) days or 50 days after the Contract acceptance ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property; (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.

6b. Square Footage/Acreage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.

6c. Flood Hazard: Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Property. >>

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6d. Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD. Buyer understands that any fire, casualty, or other insurance desired by Buyer or required by Lender should be in place at COE.

6e. Sewer or On-site Wastewater Treatment System: The Property ☐ does ☒ does not contain an on-site wastewater treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.

(BUYER'S INITIALS REQUIRED) BUYER _____ BUYER _____

6f. Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility: If the suitability of the Property for installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility installation costs within the Due Diligence Period. NOTE: Buyer is advised that the site/soil evaluation is not binding on the State-delegated County agency in any future permitting decision as to the suitability of the design or type of facility for the Property.

6g. LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.

(BUYER'S INITIALS REQUIRED) BUYER _____ BUYER _____

6h. ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.

6i. Survey: A survey ☒ shall ☐ shall not be performed. If to be performed, the survey shall be performed by a licensed surveyor within the Due Diligence Period or _____ days after Contract acceptance.

Cost of the survey shall be paid by ☐ Seller ☒ Buyer ☐ Other: _____.

The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards".

6j. Survey instructions are:

☒ A boundary survey and survey plat showing the corners either verified or monumentation.

☐ A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.

☐ Other survey terms: _____

(BUYER'S INITIALS REQUIRED) BUYER _____ BUYER _____

6k. WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

6l. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

(BUYER'S INITIALS REQUIRED) BUYER _____ BUYER _____ >>

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6m. Due Diligence Period Notice: Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due Diligence Period items disapproved shall be provided in a single notice.

6n. Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:

(1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or

(2) provide the Seller an opportunity to correct the items disapproved, in which case:

(a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items disapproved.

(b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or _____ days prior to COE Date.**

(c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend response times or cancellation rights.

BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

6o. Inspection(s): Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

7a. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract.

7b. Breach: In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

7c. Alternative Dispute Resolution ("ADR"): Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

7d. Exclusions from ADR: The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to $3,500) so long as the matter is not thereafter transferred or removed from the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens").

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315. or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
316. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 317. Attorneys Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
318. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
319. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

8a. 320. Buyer to pay 1/2 escrow, 1/2 recording, ALTA, and any other customary buyer's closing
321. costs. Seller to pay all other costs of the sale. Buyer to pay all costs incurred for
322. the survey and lot split. The lot line on the westerly side of the property may need
323. to be jogged to accomodate the well and its housing.
324.
325. This offer is based on $25,000.00 per acre for the initial purchase of 40 acres.
326.
327. Earnest money to be deposited with escrow on July ~~28~~ 30, 2015 contingent on council
328. approval on July ~~28~~ 29, 2015.
329.
330. Buyer and Seller herein agree that the existing crop belongs to the seller and will be
331. maintained and harvested by the seller. Once the initial 40 acres is harvested the
332. buyer can begin construction. The remaining 37.5 acres is the sole responsibilty of
333. the seller until the buyer excercises their option. Seller may remove all the wind
334. machines.
335.
336. Purchaser is willing to issue a letter from the City Attorney stating that this sale
337. is being made under threat of condemnation, if the seller desires, in order for the
338. seller to gain tax advantages of such a transaction under these circumstances.
339.
340. This offer is contingent on Council approval by August 26,2015.
341.
342. It is hereby mutually agreed that the City of San Luis has an option to purchase for
343. up to 5 years the remainder of lot 212-16-015, approx. 37.5 acres. Buyer to pay
344. $20,000 at the end of the first year and an additional $20,000 at the end of years
345. 2,3,and 4. At the end of the 5th year, if the option to purchase has been exercised,
346. then the balance on the remainder lot purchase price is to be paid in full. The price
347. of the acreage being optioned is $25,000.00 per acre.
348.
349. The $20,000 option money paid is to apply towards the purchase price.

8b. 350. Risk of Loss: If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession,
351. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided,
352. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or
353. Buyer may elect to cancel the Contract.

8c. 354. Permission: Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 355. Arizona Law: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 356. Time is of the Essence: The parties acknowledge that time is of the essence in the performance of the obligations
357. described herein.

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8f. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.

8g. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

8h. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.

8i. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

8j. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.

8k. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.

8l. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become effective immediately upon delivery of the cancellation notice.

8m. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.

8n. **Earnest Money:** Earnest Money is in the form of: ☐ Personal Check ☒ Other Business check
If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be deposited with: ☒ Escrow Company ☐ Broker's Trust Account. Buyer acknowledges that failure to pay the required closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a material breach of this contract and all earnest money shall be subject to forfeiture.

8o. **RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.**

(BUYER'S AND SELLER'S INITIALS REQUIRED) _____ SELLER _____ SELLER _____ BUYER _____ BUYER

8p. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q by _____, _____ at _____ ☐ a.m. / ☐ p.m., Mountain Standard Time. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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8q. 406. Broker on behalf of Buyer:

407. Carolyn McKelvey Malouff (PRINT SALESPERSON'S NAME) | 2560 (AGENT CODE) | Realty Executives 14 (PRINT FIRM NAME) | (FIRM CODE)

408. 593 S 4th Ave (FIRM ADDRESS) | Yuma | AZ (STATE) | 85364 (ZIP CODE)

409. (928) 782-0405 (PREFERRED TELEPHONE) | (928) 782-5398 (FAX) | carolyn@yumacasa.com (EMAIL)

8r. 410. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):

411. [X] the Buyer; [ ] the Seller; or [ ] both the Buyer and Seller

8s. 412. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt

413. of a copy hereof including the Buyer Attachment.

414. ^BUYER'S SIGNATURE 7/16/15 MO/DA/YR | ^BUYER'S SIGNATURE MO/DA/YR

City of San Luis

415. ADDRESS | ADDRESS

416. CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 417. Broker on behalf of Seller:

418. Carolyn McKelvey Malouff (PRINT SALESPERSON'S NAME) | 2560 (AGENT CODE) | Realty Executives 14 (PRINT FIRM NAME) | (FIRM CODE)

419. 593 S 4th Avenue (FIRM ADDRESS) | Yuma | AZ (STATE) | 85364 (ZIP CODE)

420. (928) 782-0405 (PREFERRED TELEPHONE) | (928) 782-5398 (FAX) | carolyn@yumacasa.com (EMAIL)

9b. 421. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

422. [ ] the Seller; or [X] both the Buyer and Seller

9c. 423. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a

424. copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

426. [ ] Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

426. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

427. ^SELLER'S SIGNATURE 7/16/15 MO/DA/YR | ^SELLER'S SIGNATURE MO/DA/YR

428. RBC Citrus LLC (SELLER'S NAME PRINTED) | SELLER'S NAME PRINTED

429. ADDRESS | ADDRESS

430. CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE

431. [ ] OFFER REJECTED BY SELLER: _____ (MONTH) _____ (DAY), _____ (YEAR) _____ (SELLER'S INITIALS)

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR

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San Luis

Realty Executives 14

ADDENDUM 1

Document updated: June 1993

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1. This is an addendum originated by the: ☐ Seller ☒ Buyer ☐ Landlord ☐ Tenant.
2. This is an addendum to the Contract dated July 14, 2015 (MO/DA/YR) between the following Parties:
3. Seller/Landlord: RBC Citrus LLC
4. Buyer/Tenant: City of San Luis
5. Premises: NW corner County 19th & Ave 1 E, Somerton, 85350
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7.
8. During the option period on the second 40+/-, the price is $25,000 and will remain the
9. same for the first two years. Starting in the 3rd option year, (after October 1,
10. 2017) the price per acre will increase $500.00 and will increase an additional $500.00
11. each year thereafter.
12.
13. For example:
14.
15. 1. After Oct. 1, 2017 the price per acre will increase to $25,500/acre.
16. 2. After Oct. 1, 2018 the price per acre will increase to $26,000/acre.
17. 3. After Oct. 1, 2019 the price per acre will increase to $26,500/acre.
18.
19. The Seller will be able to harvest the crop in any given year and in the year that the
20. option is exercised the crop will be off the trees no later than Dec. 1st.
21.
22. It is mutually agreed herein that the purpose of this contract is to come to a meeting
23. of the minds and to put his offer to purchase in escrow and begin the process for both
24. the title company and the buyer to begin their permitting process. This contract with
25. the assessors numbers may need to be amended after the survey.
26.
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41.
42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43.	[signature]	7/16/15 (MO/DA/YR)			MO/DA/YR
44.	☐ Seller ☒ Buyer		☐ Seller ☐ Buyer		
45.	☐ Landlord ☐ Tenant		☐ Landlord ☐ Tenant		
46.	[signature]	7/16/15 (MO/DA/YR)			MO/DA/YR
47.	☒ Seller ☐ Buyer		☐ Seller ☐ Buyer		
48.	☐ Landlord ☐ Tenant		☐ Landlord ☐ Tenant		

49. For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ (MO/DA/YR)

Realty Executives 14 593 S. 4th Ave Yuma, AZ 85364
Phone: (928)782-0405 Fax: Carolyn McKelvey-Malouff San Luis

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AGENDA ITEM REVIEW FORM

Special City Council Meeting **10. A.**

Meeting Date: 07/29/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

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

Action Requested: Motion

ITEM:

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, City Manager)**

SUMMARY:

This action item returns to the agenda after the July 8, 2015 when Waters & Company made a presentation and Council requested this item be taken to executive session. Waters and Company is an executive recruitment consulting group that specializes in recommending talented, qualified, and experienced candidates for selection. The benefits of using such services as Waters & Company provide is to recruit top candidates for the Chief of Police.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH WATERS & COMPANY FOR RECRUITMENT OF CANDIDATES FOR THE POSITION OF CHIEF OF POLICE.

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:	Yes
CITY/STATE/FEDERAL FUNDS:	Yes
TOTAL:	$30,000.00
BUDGETED:	No
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	100-181-80000

FISCAL IMPACT STATEMENT:

Estimated cost is $30,000.00 will be covered by Police contractual service line. Total cost may vary depending on additional services requested by the City.

AGENDA ITEM REVIEW FORM

Special City Council Meeting **10. B.**

Meeting Date: 07/29/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

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

Action Requested: Motion

ITEM:

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, City Attorney)**

SUMMARY:

The prosecutor contract expired July 1, 2015. Attached to this agenda item are the documents for the proposed terms to contract with ESI to fill the position until the next fiscal year.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH ESI FOR THE POSITION OF PROSECUTOR AS PRESENTED.

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:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	202,538.02
BUDGETED:	yes
AVAILABLE TO TRANSFER:	N/A
ACCOUNT #/REMAINING BALANCE:	To be determined

FISCAL IMPACT STATEMENT:

Budget was approved under a newly created department for two regular employees, related benefits and O & M
City Prosecutor Contractual Services Account # 100-118-8000

ESI Cost for 12 months
$125,000.00 (Gross Salary)

$ 16,772.52 (75% of COBRA)
$ 13,190.50 (Payroll - FICA Match, Federal and State Unemployment, Worker's Compensation, Professional Liability)
$ 4,375.00 (ESI Services)

$159,338.02 (Sub Total)

ASRS-ACR Cost Paid to ASRS-ACR Directly
$11,700.00 (Arizona Law 9.36% of Gross Salary)

Total for the Account for Prosecutor Contractual Services = 171,038.02 plus costs and expenses for Continuing Legal Education

Severance for termination without cause: Payment is contingent upon termination without cause.
Total for Council Contingency Line: Account # 100-110-81000 = $31,500.00

Attachments

ESI-City Proposal
ESI-City Addendum
Position Request to ESI
Position Request Supp.

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Envelope Subject:	Please DocuSign this ESI Agreement 15-16
Attachments to Fax:	
Envelope ID:	ac97d3ff-4d84-4996-8ab8-8c06c505dcc4
Sender Account Name:	Educational Services, Inc.
Number of Pages: (Including cover page)	_____

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AGREEMENT FOR STAFFING SERVICES

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona on July 1, 2015 ("Effective Date"), by and between City of San Luis ("Client"), and Educational Services, Inc., an Arizona corporation ("Contractor").

RECITALS

A. Contractor is a corporation in the business of providing employee-staffing services.

B. Client is an entity within the State of Arizona that requires qualified workers.

C. Client desires to obtain certain temporary staffing services ("Services") from Contractor and Contractor is willing to provide Services to Client upon the terms and conditions contained in this Agreement to provide for the allocation between Client and Contractor of responsibilities with respect to covered workers ("Workers" pursuant to Section 2 below).

D. The parties acknowledge and agree that Contractor is not a Professional Employer Organization, as it does not provide Professional Employer Services as such terms are defined respectively in Arizona Revised Statutes ("A.R.S.") §§ 23-561(8) and (9) and consequently the provisions of A.R.S. §§ 23-561 through 23-576 are inapplicable to this Agreement.

E. This Agreement shall not (1) offset, modify or amend any Federal, Arizona or local licensing, registration or certification required by the Client or for any Worker employed under this Agreement; (2) diminish, abolish or remove any rights of Workers against the Client or obligations of the Client to any Workers (e.g., retirement benefits, retiree health insurance, etc.), if any, that existed before the effective date of this Agreement; or (3) establish new or additional enforceable rights of a Worker against the Contractor or the Client that are not specifically allocated to the Contractor under this Agreement.

AGREEMENT

In consideration of the foregoing premises, and mutual promises contained herein, Client and Contractor agree as follows:

1. Relationship of the Parties

   Contractor is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. Contractor agrees that persons performing Services hereunder are not employees of Client. All workers provided by Contractor shall be employees of Contractor. Client has the right to direct and control Workers only to the extent necessary to conduct the Client's business and operations and to comply with licensing and certification requirements that apply to the Client or to any Worker.

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2. Worker

In this Agreement, the term "Worker" or "Workers" means an individual(s) (a) who is employed by the Contractor in Arizona to work in Arizona, (b) who pursuant to this Agreement is performing Services for Client, (c) who is listed on Contractor's roster of Workers delivered to Client, (d) who has completed Contractor's required enrollment forms, and, where applicable, is certified to be an administrator or licensed as required by law for the position in which employed by the Contractor, (e) who has entered into an agreement with Contractor, (f) who has provided all data required by Contractor for payroll processing and workers' compensation coverage, and (g) who has been entered onto Contractor's payroll system. The parties understand, agree, and acknowledge that no individual will be considered a "Worker" under this Agreement unless and until all of the conditions set forth in this section have been satisfied with respect to such individuals.

Contractor will neither hire nor place into employment positions with the Client any employee who has not received all necessary endorsements for the position assigned.

Neglect or failure of a worker to carry out the Client's policies is sufficient cause for dismissal from employment with Contractor and removal from association with the Client.

Workers who are placed with Client through Contractor and who have responsibilities including control over personnel decisions shall not take reprisal against an employee because the employee reports in good faith information regarding immoral or unprofessional conduct.

Contractor will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination and/or harassment claims.

3. Contractor Cost Agreements

A copy of a standard cost agreement is attached as **Exhibit A.** Contractor shall be solely responsible for guaranteeing that a Worker performs in accordance with the Contractor's agreements.

4. Term of Agreement

The initial term of this Agreement will be one (1) year following the Effective Date. Upon the expiration of the initial term, this contract may be renewed annually upon mutual agreement of both parties. This contract does not automatically renew at the end of each year.

5. Non-Appropriation Clause

Client may cancel this contract if funding is not available due to budget constraints.

6. Termination

a) Without Cause. Notwithstanding any other provision of this Agreement, Contractor or Client may terminate this Agreement with respect to any Worker at any time without cause upon the submission of at least fifteen (15) days' written notice to the other party, or for non-appropriation at the end of Fiscal Year for lack of funds.

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b) With Cause. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time with respect to any Worker by written notice to Contractor upon the occurrence of any of the following:

a. A material breach by Contractor or a Worker of any of Contractor's or Worker's obligations under this Agreement or under a Worker's contract.

b. If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony or of any crime involving moral turpitude, has his or her teaching certification or other licensing required for the position for which employed by Contractor revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker's contract, violation of the policies of the Client applicable to Client's own employees, unprofessional conduct or which adversely affects the reputation of Client.

c. Death or permanent disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his or her death or permanent disability.

d. If a Worker is unwilling, unable or fails to satisfactorily comply with Client rules, guidelines, policies, procedures and regulations. Termination of the Agreement under this provision shall not occur unless written notice of the alleged non-compliance is first given to Contractor and Contractor fails to cure the non-compliance within ten (10) business days following receipt of such written notice. Notwithstanding this notice period, Client may at any time require that any Worker be immediately removed from any Client worksite or assignment. Furthermore, the Client will have complete discretion in deciding whether an employee is immediately terminated for violation of Client's policies, or given ten (10) day notice and opportunity to cure the violation per this subsection.

e. If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to Contractor.

c) Agreement. The Agreement between Contractor and Client may be terminated by either Party for any reason at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 22.

7. Scope of Services

The Contractor shall supply Workers and shall perform the following services and/or activities in fulfillment of its obligations under the terms of the Agreement. Specifically, but without limitation, the Contractor shall:

a) Recruit and provide Workers as needed by Client.

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b) Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA") and the Arizona Employment Protection Act ("AEPA").

c) Maintain a system of statewide personal background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. Contractor shall ensure that all Workers possess certifications and licenses necessary to enable them to perform their assignments.

d) Provide the Worker with information regarding his or her obligation to comply with all of Client's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination, anti-retaliation and conduct policies.

e) Inform the Worker in writing that s/he is employed by Contractor and not employed by the Client.

f) Inform the Worker in writing that job related illness/injury reports are to be made to the supervisor or Contractor contact and provide information on where and how reports are to be made to the Contractor contact.

g) Provide the Worker with an Employee Handbook that will identify and explain Contractor's policies and procedures, as well as the policies and procedures of the Client that will be followed during the course of the Worker's employment with Contractor.

h) Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

    a. Hourly employees will not be allowed to accrue comp time and will be paid at overtime rate, 1 ½ times their regular hourly rate, for any hours worked over 40 hours in a work-week. The Contractor work-week runs from Sunday through Saturday. If an authorized timesheet approver (employee of Client) approves a Worker timesheet with overtime hours on it, Contractor must pay that overtime and will bill Client accordingly for that overtime.

i) Be responsible for, and hold the Client harmless from, claims of Workers arising from any act, error or omission of Contractor allocated to Contractor or shared by Contractor and Client under this Agreement.

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8. Approval of Supplied Workers

Client has the right, but not the obligation, to pre-approve or decline to pre-approve, any Worker provided by Contractor to fill a position for which the Client has contracted with the Contractor to provide a Worker. The Client has the right to reject any Worker prior to or at the time of placement. Client may recommend or decline to recommend that Contractor impose discipline upon any Worker, and Contractor may, in its own right, impose discipline, up to and including dismissal, upon any Worker.

9. Service Fees

Client will pay Contractor a service fee in accordance with the Fee Schedule, attached as **Exhibit B**. Contractor may adjust the service fee for statutory increases in payroll taxes and insurance, including but not limited to increases in FICA (OASDI/Medicare), federal and state unemployment taxes (but not for increases in income taxes of Contractor), workers' compensation premiums/experience modifier, as declared annually by the National Council on Compensation Insurance, Inc., or any changes in job functions or positions of Workers, and other insurance premiums or any government mandated statutory insurance requirement that is not already known or currently required, or any government mandated wage increase, and any such adjustments will be effective on the date of the increase or change.

For the purposes of establishing a fee differential for Workers that select medical coverage from Contractor's medical plan as required by the Patient Protection and Affordable Care Act (PPACA), for every Worker that selects medical coverage from Contractor's benefit plan(s), the Client will be assessed a one-time surcharge equal to the lesser of $1.00 per covered month that the Worker is insured though the Contractor's medical plan, or $10.00 in total. This surcharge will be assessed at the termination of the Worker's contract.

10. Pre-Payment Incentive or Payroll Deposit

Contractor pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, Client may elect to receive a pre-payment incentive of 10% off Contractor Administrative Fee as a discount or payable as a rebate.

Clients that do not take advantage of the pre-payment incentive shall provide a payroll deposit to Contractor, to ensure guaranteed, uninterrupted payroll service in the event of slow or late payment by Client. The payroll deposit for each Worker consists of an amount equal to 10% of the Total Service Fee from Exhibit A of the Worker's individual Subscriber Service Agreement. The deposit for each Worker will be billed prior to that Worker's start date with Client, and will be used for Worker payroll at the end of the Worker's term. The billings to Client will be reduced appropriately

11. Payment Terms

Contractor would like Client to view this agreement as a payroll partnership and not a regular procurement activity. As such, Contractor will bill Client with invoices as "Net 30". An 8% fee will be charged for late payments.

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12. Workers' Compensation

a) Except as otherwise provided in this Agreement, Contractor will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. Contractor shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than $500,000 each accident and $500,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer. Contractor shall, upon Client's request, upon termination of this Agreement, provide to Client records regarding the loss experience for workers' compensation insurance provided to Workers pursuant to this Agreement.

b) Client and Contractor understand, agree, and acknowledge that no individual will be covered by Contractor's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.

c) Client understands, agrees, and acknowledges that the workers' compensation insurance that Contractor will provide under this Agreement will only cover individuals who are listed on the Contractor's roster of Workers provided to the Client as set forth in Section 2 of this Agreement, and that such Contractor's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the service fee paid by Client shall be for payment of workers' compensation insurance premiums. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

13. Client's Liability Insurance

Client will provide liability indemnity protection to the Workers performing Services under this Agreement to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted.

14. Contractor's Liability Insurance

Contractor shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one-million dollars ($1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two-million dollars ($2,000,000). The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of the Contractor and its employees that is not the direct consequence of the Services provided by Workers under the terms of this Agreement.

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15. Patient Protection and Affordable Care Act (PPACA)

Contractor offers several medical benefit plan options that meet both "Minimum Value" and "Minimum Essential Coverage". Contractor is the employer of record for its Workers and is the applicable large employer (ALE) with the risk for 4980H penalty exposure. Contractor is responsible for determining hours of service as a full-time employee status for variable-hour Workers for purposes of section 4980H through the look-back measurement method requirements.

16. Administration

a) Contractor is responsible for administrative employment matters such as payment of all federal, state and local employment taxes, providing workers' compensation insurance, as well as fringe benefit programs for Workers. Contractor agrees to pay and hold harmless Client from any and all taxes, assessments or governmental charges in connection with all or any of the Services provided under the terms of this Agreement.

b) Client will immediately forward to Contractor any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with Contractor in responding thereto.

c) Workers will receive payment for services rendered pursuant to this Agreement solely through Contractor. It is a material breach of this Agreement for Client to pay any Worker in cash or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment.

d) Contractor shall warrant compliance with all federal immigration laws and regulations that relate to Workers and that it has verified employment eligibility of each Worker through the e-verify program. Contractor shall acknowledge that a breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of the Agreement.

e) Contractor further acknowledges that Client retains the legal right to inspect the papers of any Worker of Contractor who works under this Agreement to ensure compliance by Contractor. Contractor shall facilitate this right by notice to Workers and their supervisors.

17. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

USERRA protects civilian job rights and benefits for veterans and members of Reserve components. As Workers have primary employment history with Client, and Contractor has no ability to influence Client staffing decisions, it will be Client's responsibility to comply with USERRA and provide for necessary employment and/or reemployment positions in the event that Workers are called away for military service. Contractor must be notified of dates for Worker separation due to military service and will suspend billing of the Client for that Worker accordingly. Client will provide two-week notice that Worker is returning for reemployment and Contractor will resume billing accordingly.

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18. Safe Work Environment

a) Contractor and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work related accidents involving the Worker within 24 hours to Client.

b) Client will provide Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.

c) Contractor or its workers' compensation carrier has the right to inspect the Client's premises and operation, but is not obligated to conduct any inspections. Contractor reserves the right to audit safety activities. Contractor or its insurers may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log). Neither the Contractor's insurer nor Contractor warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.

19. Indemnification

Contractor agrees to defend and indemnify Client and its governing board members, officers, directors, employees, insurers, indemnitors, and agents for and hold them harmless from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, attorney's fees, including injuries to Contractor's employees (including Workers) ("Claims"), arising from, connected with, relating to, or resulting from this Agreement and/or Contractor's or Worker's performance of Services under this Agreement, including without limitation all claims arising from, connected with, relating to, or resulting from any actual or claimed negligent acts or omissions of Contractor or its officers, directors, shareholders, employees, and agents, provided that this indemnification agreement shall only be applicable to the extent that Claims are not covered under the terms and conditions of the coverage provided to the Contractor and the Worker by any applicable insurance coverage, and that such Claims are not the sole result of any act, error or omission of the Client.

Client agrees to defend and indemnify Contractor and its officers, directors, employees, insurers, indemnitors, and agents for, and hold them harmless from, all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, arising from, connected with, relating to, or resulting from this Agreement to the maximum allowable by law.

Contractor will indemnify Client for any assessment, assessable payment, fine or penalty imposed upon Client pursuant to 26 U.S.C. § 4980H, or any successor statutes, or any regulations enacted thereunder.

20. Adjudication of Agreement

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

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21. Modifications or Waiver of Agreement

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a principal of Contractor. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

22. Notices

All notices or other communication required or permitted under this Agreement shall be in writing and shall be made by hand delivery or overnight courier, or prepaid first class certified mail. Notice to ESI shall be sent to:

Educational Services, Inc.
21819 N. Scottsdale Road STE 100
Scottsdale, AZ 85255

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

23. No Rule of Strict Construction

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

24. Headings

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

25. Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

26. Arbitration

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement or the performance hereunder, the parties hereby agree that any such dispute may be submitted to binding arbitration. The arbitrator shall be selected by mutual agreement. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs.

27. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the conflict of law provisions thereof.

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28. Validity

This Agreement shall be valid and enforceable only after the designated representative of both Client and Contractor has signed it.

29. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

30. Record Retention

Contractor agrees that it shall maintain all books, accounts, reports, files and other records relating to the performance of the Contract for a period of five (5) years after the completion of the Contract and to make such documents open to the Client for inspection and audit at reasonable times.

/ / /

/ / /

/ / /

DocuSign Envelope ID: AC97D3FF-4D84-4996-8AB8-8C06C505DCC4

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated at their respective signatures below.

Effective Date: July 1, 2015

"Client"	Educational Services Inc.
Signature: _____	Signature: Phil Tavasci
Name: _____	Name: Phil Tavasci
Title: _____	Title: Managing Partner

ADDRESS FOR NOTICE:

_____
Street Address

_____
City, State, Zip Code

DocuSign Envelope ID: AC97D3FF-4D84-4996-8AB8-8C06C505DCC4

EXHIBIT A

Educational Services, Inc.

Employee Cost Agreement Example

Client: FY: 15/16

We are pleased to honor your request for the position of XXX. Applicant is being recommended for this position. Please review the information below and return a signed original copy to ESI. Upon receipt of purchase order from the client, Applicant will be assigned to this position.

Start Date:

End Date:

Number of Contract Days:

Hours per day (if specified):

Benefits: Employee will have the remainder of leave given on 1/5/15. Any unused Sick or Vacation days can be brought back to XXX at the end of the ESI Contract.

Special Requirements: None

Item	Description	Rate	Amount
Employee Gross Wages Payroll Liabilities ESI Admin Fee			

Total

Rates subject to change during contract period.

Billing is one month in advance.

Mohave Educational Services Cooperative
Mesc Contract No. 12E-ESI-0517

Purchase Order MUST accompany signed Employee Cost Agreement

This contract is not valid without a Purchase Order that predates the start date on the Employee Contract.

21819 N. Scottsdale Rd, Suite 100
Scottsdale, AZ 85255
Phone: 480-719-3271
Toll-free: 844-614-7784
Fax: 480-907-1957

DocuSign Envelope ID: AC97D3FF-4D84-4996-8AB8-8C06C505DCC4

EXHIBIT B

Fee Schedule

□ **1Government Procurement Alliance (1GPA Contract No. 12-13)**
☒ **Return-to-Work, General and Substitute Leasing**

- Standard Fee: 3.50% of gross salary
- Volume Discount Tier I (25+ leased employees): 3.25% of gross salary
- Volume Discount Tier II (50+ leased employees): 3.00% of gross salary
- Multiple-Year Discount (Returning ESI employee 1+ year): 3.00% of gross salary
  - District may pass all or any portion of the fee to leased employee.

- Substitute Leasing: $8/Day

□ **Mohave Educational Services Cooperative (Mohave Contract No. 12E-ESI-0517)**
☒ **Return-to-Work and General Leasing**

- 1.00% fee to District. Remaining fee balance charged to participating employee.

  - The district is always charged a 1.00% fee. The variable fee is what we will charge the employee.

□ **Strategic Alliance for Volume Expenditures (SAVE Contract No. 14-06MP)**
☒ **Return-to-Work and General Leasing**

- Standard Fee: 4.00% of gross salary
- Volume Discount Tier I (25+ leased employees): 3.50% of gross salary
- Volume Discount Tier II (50+ leased employees): 3.00% of gross salary

  - District may pass all or any portion of the fee to leased employee.

DocuSign Envelope ID: AC97D3FF-4D84-4996-8AB8-8C06C505DCC4

EXHIBIT C

ESI employees are required to follow the Client Calendar and adhere to Client Policies with the same standards of conduct as regular employees. Daily activities are closely monitored by the Client's supervisor. If the supervisor has any concerns with the performance of one of our employees or their conduct we wish to be notified immediately so that we can, in collaboration with the Client, take any necessary action. Since we are the employer of record it is important that we are accountable for and responsive to any ESI employee concerns.

Please notify supervisors that monitor ESI employees so that they, too, understand the relationship and accountability of ESI employees to the District. Employee behaviors detrimental to the workplace will not be tolerated and immediate action for removal will be instigated by placing the employee on administrative leave until an investigation has been completed and a collaborative decision made by the Client and ESI.

If there are any complaints of sexual harassment or discrimination based on sex, race, color, national origin, religion, age, or disability report it immediately to ESI Human Resources at (844) 614-7784.

Thank you for collaborative participation in this venture with ESI.

EXHIBIT D

ADDENDUM to the
AGREEMENT FOR STAFFING SERVICES
Between
Employment Staffing Services and the City of San Luis

1. The parties agree to amend the Agreement to add the following provisions for termination without cause under paragraph #6. a):

"b). Upon termination for no cause the Worker will be paid the sum of $31,500.00 together with any other rights to compensation or benefits to which the Worker may have under this Agreement or law."

2. The parties agree to amend the Agreement to add the following provisions for termination with cause under paragraph #6. b):

> "f. If there is pendency of any proceedings against Worker which could result in the loss of a license to practice law in the State of Arizona."

3. The parties agree to amend the Agreement to add the following provision.

"31. The duties of Worker are as follows:

> Worker shall perform the duties of City Prosecutor which shall be those duties normally performed by municipal prosecutors in the State of Arizona, including, but not limited to prosecution of all misdemeanor criminal cases, civil traffic offenses and city code violations occurring within the City of San Luis, Arizona. Additionally, Worker shall prosecute all violations of probation arising in the Municipal Court of the City of San Luis. Also, the Worker will prepare training materials and serve as instructor to the San Luis Police Department in matters relating to the proper performance of law enforcement within the City of San Luis. Worker shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that are usually done by persons occupying his position as City Prosecutor of a municipality in the State of Arizona. Worker is an attorney in good standing with the Supreme Court of the State of Arizona."

4. The parties agree to amend the Agreement to add the following provision.

"32. The Client will provide Continuing Legal Education costs and expenses to the Worker."

5. The parties agree to amend the Agreement to add the following provision.

   "33. The Client (City of San Luis) understands that the Client will pay the ASRS-ACR penalty directly to ASRS which is 9.36% of the gross salary calculated for 12 months at $11,700.00."

Position Request Form

Fax to (480) 907-1957 or Email to hr@esiaz.us

2015-2016 FY

*Once you have received the Employee Cost Agreement from ESI, a PO must be provided to ESI before the start date listed below or the employee will not be permitted to work.

District Name:

Please indicate the Consortium you will use: 1 GPA Mohave SAVE None

Is the requested employee new to ESI or returning to ESI? New Returning

Job Requirements (Check all that apply): Admin/Teaching Cert Bus Driver Cert Coach Docs (list in special requirements)
Fingerprint Clearance Card CPR Cert Other (list in special requirements)

Start Date	End Date	# of Days	Hrs/Day	Employee Name	Job Title	Job Location	Pay Type (Salary, Daily, Hourly)	Pay Amount (Gross)

List any leave time employee is approved for (please include paid holidays):

Special Requirements:

If employee has additional stipends or supplemental positions list them here:

Description	Amount	Paid as: (Hourly Rate, Lump Sum, Equal Payments)	Additional Comments

Employee Phone:
Employee E-mail:

Position Request Made by:
Title:
Date:

Phone or E-mail:

Approved by:
Signature: Date:
Title:
Phone or E-mail:

SUPPLEMENT TO POSITION REQUEST

FOR STAFFING SERVICES
Between
Employment Staffing Services and the City of San Luis

List of Leave Time

Vacation

3.08 hours accrued biweekly.

Holidays

The worker shall have 10 holidays. The holiday will be observed on the day they occur unless the holiday falls on a Saturday, at which time the holiday will be observed the Friday preceding it, and if the Holiday falls on a Sunday, it will be observed the following Monday.

1. January 1, New Year's Day,
2. third Monday in January, Martin Luther King Jr./Civil Rights Day
3. third Monday in February, Lincoln/Washington Presidents' Day
4. last Monday in May, Memorial Day
5. July 4, Independence Day
6. first Monday in September, Labor Day
7. November11, Veterans Day
8. fourth Thursday in November, Thanksgiving Day
9. fourth Friday in November, day after Thanksgiving Day
10. December 25, Christmas Day.

Sick Leave.

The Worker shall accrue sick leave at the rate of 3.69 hours biweekly.

Civic Duty Leave

1. General. Upon substantiated application, the Worker shall receive absence with pay as civic duty leave while serving as a juror, complying with a subpoena, voting, or serving as a member of a governmental board, commission, or similarly constituted governmental body.
2. Use of civic duty leave. Except for voting pursuant to A.R.S. § 16-401 or A.R.S. § 16-402 (primary elections or general elections), the Worker shall report for duty whenever the Worker's presence is not required for the civic duty, unless:
    a. The distance to the work location would preclude timely reporting for the civic duty; or,
    b. The Worker cannot return to work at least 1 hour before the end of the workday.

3. Appearance as a witness. The Worker when subpoenaed as a witness by any court, administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the Worker's commercial, business, or personal matters.

4. Jury duty pay. If the Worker is granted civic duty leave, when called for jury duty or subpoenaed as a witness, the Worker shall remit any monies paid to them to the Client, except for mileage allowance.

5. Membership on a public service body. If the Worker serves as a member of a governmental board, commission, or similarly constituted governmental body, the Worker may be absent with pay while performing official duties with the public service body.

Bereavement Leave
Bereavement leave is paid leave for up to 24 regularly scheduled work hours due to the death or funeral of a spouse, natural child, adopted child, foster child, stepchild, natural parent, stepparent, adoptive parent, one who functioned *in loco parentis*, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

Special Requirements

1. The Client will pay ESI to cover the following expenses:

Severance
Upon termination for no cause the Worker will be paid the sum of $31,500.00 together with any other rights to compensation or benefits to which the Worker may have under this Agreement or law. Any unused vacation time accrued shall be paid out. All sick leave credits are forfeited at termination.

Payroll Liabilities
$13,190.50 per year (FICA, Federal and State Unemployment, Workers' Compensation, Professional Liability)

COBRA
$16,772.52 per year (75% of COBRA). (The remaining 25% is to be paid directly to COBRA by the Worker).

2. Job Requirements
   State Bar of Arizona license in good standing.

AGENDA ITEM REVIEW FORM

Special City Council Meeting **10. C.**

Meeting Date: 07/29/2015

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

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

Action Requested: Motion

ITEM:

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, City Attorney)**

SUMMARY:

Land of approximately 40 acres has become available and an additional 37.5 acres is available as an option to purchase both near a current landfill at County 19th and 1E which is about 5-1/2 miles from the City of San Luis. The location is suitable for a landfill for San Luis since it is near a current landfill and the City's solid waste disposal trucks would not have to incur high mileage to dump. A proposed earnest-money contract has been negotiated which would give the City 40 days to determine feasibility and suitability of the property for the purposes of a landfill and related due diligence. If the City disapproves of the land within the 60 days, then the earnest money would be returned to the City. The earnest money is in the amount of $25,000.00 the full contract is attached to this agenda. It is requested that Council approve the earnest money contract with the seller of the land, RBC Citrus.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE EARNEST MONEY CONTRACT WITH RBC CITRUSIN THE AMOUNT OF $75,000.00 AS PRESENTED BY STAFF.

Supporting information not attached to the Agenda Item Review Form:

N/A, Earnest Money Proposal is attached

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$25,000.00
BUDGETED:	0
AVAILABLE TO TRANSFER:	$25,000.00
ACCOUNT #/REMAINING BALANCE:	320-321-80000
FISCAL IMPACT STATEMENT:	

Attachments

Earnest Money Proposal

VACANT LAND/LOT
PURCHASE CONTRACT

Skyslope 7-16-15

Document updated: June 2014

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If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

1. PROPERTY

1a. 1. BUYER: City of San Luis (BUYER'S NAME(S))

2. SELLER: RBC Citrus LLC (SELLER'S NAME(S)) or ☐ as identified in Section 9c.

3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").

1b. 6. Property Address: NW corner County 19th & Ave 1 E Zoning: AG

6. Assessor's #(s): 212-16-016, 212-16-017, 212-16-018 & 21 acres of 212-16-015

7. City: Somerton County: Yuma AZ, Zip Code: 85350

8. Legal Description: To be supplied in escrow or ☐ see attached legal description.

1c. 9. $ 1,000,000.00 Full Purchase Price, paid as outlined below

10. $ 25,000.00 Earnest money Towards down payment (Subject on Council approval)

11. $ 975,000.00 By means of a loan through National Bank, this offer is contingent

12. $ on buyer qualifying and receiving said loan. Buyer is responsible

13. for all their own loan costs in obtaining said loan, including the appraisal.

1d. 14. Incidental Improvements: Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
15. thereon or incidental thereto, are being transferred in their existing condition ("AS-IS") and Seller makes no warranty to Buyer,
16. expressed or implied, as to their condition except as provided for in section 5a.

1e. 17. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Property, and any existing personal property
18. specified herein, shall be included in this sale, including the following:

19. _____

20. _____

21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
22. or encumbrances.

23. Fixtures and leased items NOT included: _____

1f. 24. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's
25. office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow
26. Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on
27. September (MONTH) 2nd (DAY), 2015 (YEAR) ("COE Date"). If Escrow Company or recorder's office is closed on

28. COE Date, COE shall occur on the next day that both are open for business.

29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds
31. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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1g. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to the rights of tenants under existing leases, to Buyer at COE or [x] pg 8 . Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.

1h. **Addenda Incorporated:** ☐ Additional Clause ☐ Buyer Contingency ☐ Domestic Water Well ☐ H.O.A. ☐ Loan Assumption ☐ Market Conditions Advisory ☐ On-site Wastewater Treatment Facility ☐ Seller Financing ☐ Short Sale ☐ Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land ☐ Other: _____

1i. **IF THIS IS AN ALL CASH SALE: Buyer shall provide Seller, within five (5) days or _____ days after Contract acceptance, either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.**

2. FINANCING

2a. **Type of Financing:** [x] Conventional ☐ FHA ☐ VA ☐ USDA ☐ Assumption ☐ Seller Carryback ☐ _____ (If financing is to be other than new financing, see attached addendum.)

2b. **Financing: This sale [x] is ☐ is not contingent upon Buyer obtaining a satisfactory financing commitment within Due Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)**

2c. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest Money. PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.

2d. **Pre-Qualification:** A completed AAR Pre-Qualification Form ☐ is ☐ is not attached hereto and incorporated herein by reference.

2e. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed describing the current status of the Buyer's proposed loan within five (5) days after Contract acceptance and instruct lender to provide an updated LSU to Broker(s) and Seller upon request.

2f. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**

2g. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.

2h. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to $ _____ of loan costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.

2i. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form if attached hereto or LSU provided within five (5) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.

2j. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by [x] Buyer ☐ Seller ☐ Other _____ Appraisal Fee(s) ☐ are ☐ are not included in Seller Concessions, if applicable.

2k. **Partial Release, If applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of partial release.

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2l. Subordination: If applicable, Seller carryback financing ☐ is ☐ is not to be subordinated to a construction loan. If Seller agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend the parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

3a. Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

Citizens Title — "ESCROW/TITLE COMPANY"; (928) 783-1261 — PHONE

(928) 343-0476 — FAX; lslade@stewartaz.com — EMAIL

1540 S 2nd Ave, Yuma, AZ 85364 — ADDRESS

3b. Title and Vesting: Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax consequences. Buyer is advised to obtain legal and tax advice.

3c. Title Commitment and Title Insurance: Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written notice of any items disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense.

Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way, easements and all other matters of record or ☐ _____ deed.

3d. Additional Instructions: (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.

3e. Prorations, Expenses and Adjustments:

Taxes: Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.

Rents, Interest and Expenses: Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.

Deposits: All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at COE or ☐ paid to Buyer by Seller at COE.

3f. Post Closing Matters: The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said adjustments.

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3g. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.

3h. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the COE shall be: [x] paid in full by Seller [ ] prorated and assumed by Buyer [ ] paid in full by Buyer. Any assessment that becomes a lien after COE is the Buyer's responsibility.

3i. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

3j. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.

3k. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

4a. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to the Buyer within five (5) days after Contract acceptance.

4b. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available, and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.

4c. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy of any known road maintenance agreement affecting the Property.

4d. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller that are associated with the Property.

4e. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

4f. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.

4g. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.

4h. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within five (5) days after receipt of the Affidavit of Disclosure. >>

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4I. H.O.A. / Condominium / Planned Community: The Property ☐ is ☒ is not located within a homeowners' association/ condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.

4J. Changes During Escrow: Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior to the expiration of the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of disapproval to Seller.

5. WARRANTIES

5a. Seller Warranties: Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and all personal property not included in the sale and all debris will be removed from the Property.

5b. Warranties that Survive Closing: Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic tank or alternative system) is correct to the best of Seller's knowledge.

5c. Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Property. Buyer warrants that Buyer is not relying on any verbal representations concerning the Property except disclosed as follows: _____

_____

6. DUE DILIGENCE

6a. Due Diligence Period: Buyer's due diligence and inspection period shall be thirty (30) days or 50 days after the Contract acceptance ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property; (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.

6b. Square Footage/Acreage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.

6c. Flood Hazard: Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Property. >>

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6d. Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD. Buyer understands that any fire, casualty, or other insurance desired by Buyer or required by Lender should be in place at COE.

6e. Sewer or On-site Wastewater Treatment System: The Property ☐ does ☒ does not contain an on-site wastewater treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.

(BUYER'S INITIALS REQUIRED) BUYER _____ BUYER _____

6f. Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility: If the suitability of the Property for installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility installation costs within the Due Diligence Period. NOTE: Buyer is advised that the site/soil evaluation is not binding on the State-delegated County agency in any future permitting decision as to the suitability of the design or type of facility for the Property.

6g. LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.

(BUYER'S INITIALS REQUIRED) BUYER _____ BUYER _____

6h. ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.

6i. Survey: A survey ☒ shall ☐ shall not be performed. If to be performed, the survey shall be performed by a licensed surveyor within the Due Diligence Period or _____ days after Contract acceptance.

Cost of the survey shall be paid by ☐ Seller ☒ Buyer ☐ Other: _____.

The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards".

6j. Survey instructions are:

☒ A boundary survey and survey plat showing the corners either verified or monumentation.

☐ A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.

☐ Other survey terms: _____

(BUYER'S INITIALS REQUIRED) BUYER _____ BUYER _____

6k. WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

6l. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

(BUYER'S INITIALS REQUIRED) BUYER _____ BUYER _____ >>

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6m. Due Diligence Period Notice: Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due Diligence Period items disapproved shall be provided in a single notice.

6n. Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:

(1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or

(2) provide the Seller an opportunity to correct the items disapproved, in which case:

(a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items disapproved.

(b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or _____ days prior to COE Date.**

(c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend response times or cancellation rights.

BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

6o. Inspection(s): Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

7a. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract.

7b. Breach: In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

7c. Alternative Dispute Resolution ("ADR"): Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

7d. Exclusions from ADR: The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to $3,500) so long as the matter is not thereafter transferred or removed from the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens").

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315. or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
316. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 317. Attorneys Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
318. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
319. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

8a. 320. Buyer to pay 1/2 escrow, 1/2 recording, ALTA, and any other customary buyer's closing
321. costs. Seller to pay all other costs of the sale. Buyer to pay all costs incurred for
322. the survey and lot split. The lot line on the westerly side of the property may need
323. to be jogged to accomodate the well and its housing.
324.
325. This offer is based on $25,000.00 per acre for the initial purchase of 40 acres.
326.
327. Earnest money to be deposited with escrow on July ~~28~~ 30, 2015 contingent on council
328. approval on July ~~28~~ 29, 2015.
329.
330. Buyer and Seller herein agree that the existing crop belongs to the seller and will be
331. maintained and harvested by the seller. Once the initial 40 acres is harvested the
332. buyer can begin construction. The remaining 37.5 acres is the sole responsibilty of
333. the seller until the buyer excercises their option. Seller may remove all the wind
334. machines.
335.
336. Purchaser is willing to issue a letter from the City Attorney stating that this sale
337. is being made under threat of condemnation, if the seller desires, in order for the
338. seller to gain tax advantages of such a transaction under these circumstances.
339.
340. This offer is contingent on Council approval by August 26,2015.
341.
342. It is hereby mutually agreed that the City of San Luis has an option to purchase for
343. up to 5 years the remainder of lot 212-16-015, approx. 37.5 acres. Buyer to pay
344. $20,000 at the end of the first year and an additional $20,000 at the end of years
345. 2,3,and 4. At the end of the 5th year, if the option to purchase has been exercised,
346. then the balance on the remainder lot purchase price is to be paid in full. The price
347. of the acreage being optioned is $25,000.00 per acre.
348.
349. The $20,000 option money paid is to apply towards the purchase price.

8b. 350. Risk of Loss: If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession,
351. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided,
352. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or
353. Buyer may elect to cancel the Contract.

8c. 354. Permission: Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 355. Arizona Law: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 356. Time is of the Essence: The parties acknowledge that time is of the essence in the performance of the obligations
357. described herein.

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8f. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.

8g. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

8h. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.

8i. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

8j. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.

8k. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.

8l. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become effective immediately upon delivery of the cancellation notice.

8m. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.

8n. **Earnest Money:** Earnest Money is in the form of: ☐ Personal Check ☒ Other Business check
If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be deposited with: ☒ Escrow Company ☐ Broker's Trust Account. Buyer acknowledges that failure to pay the required closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a material breach of this contract and all earnest money shall be subject to forfeiture.

8o. **RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.**

(BUYER'S AND SELLER'S INITIALS REQUIRED) _____ SELLER _____ SELLER _____ BUYER _____ BUYER

8p. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q by _____, _____ at _____ ☐ a.m. / ☐ p.m., Mountain Standard Time. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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8q. 406. Broker on behalf of Buyer:

407. Carolyn McKelvey Malouff (PRINT SALESPERSON'S NAME) | 2560 (AGENT CODE) | Realty Executives 14 (PRINT FIRM NAME) | (FIRM CODE)

408. 593 S 4th Ave (FIRM ADDRESS) | Yuma | AZ (STATE) | 85364 (ZIP CODE)

409. (928) 782-0405 (PREFERRED TELEPHONE) | (928) 782-5398 (FAX) | carolyn@yumacasa.com (EMAIL)

8r. 410. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):

411. [X] the Buyer; [ ] the Seller; or [ ] both the Buyer and Seller

8s. 412. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt

413. of a copy hereof including the Buyer Attachment.

414. ^BUYER'S SIGNATURE 7/16/15 MO/DA/YR | ^BUYER'S SIGNATURE MO/DA/YR

City of San Luis

415. ADDRESS | ADDRESS

416. CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 417. Broker on behalf of Seller:

418. Carolyn McKelvey Malouff (PRINT SALESPERSON'S NAME) | 2560 (AGENT CODE) | Realty Executives 14 (PRINT FIRM NAME) | (FIRM CODE)

419. 593 S 4th Avenue (FIRM ADDRESS) | Yuma | AZ (STATE) | 85364 (ZIP CODE)

420. (928) 782-0405 (PREFERRED TELEPHONE) | (928) 782-5398 (FAX) | carolyn@yumacasa.com (EMAIL)

9b. 421. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

422. [ ] the Seller; or [X] both the Buyer and Seller

9c. 423. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a

424. copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

426. [ ] Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

426. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

427. ^SELLER'S SIGNATURE 7/16/15 MO/DA/YR | ^SELLER'S SIGNATURE MO/DA/YR

428. RBC Citrus LLC (SELLER'S NAME PRINTED) | SELLER'S NAME PRINTED

429. ADDRESS | ADDRESS

430. CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE

431. [ ] OFFER REJECTED BY SELLER: _____ (MONTH) _____ (DAY), _____ (YEAR) _____ (SELLER'S INITIALS)

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR

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San Luis

Realty Executives 14

ADDENDUM 1

Document updated: June 1993

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The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

1. This is an addendum originated by the: ☐ Seller ☒ Buyer ☐ Landlord ☐ Tenant.
2. This is an addendum to the Contract dated July 14, 2015 (MO/DA/YR) between the following Parties:
3. Seller/Landlord: RBC Citrus LLC
4. Buyer/Tenant: City of San Luis
5. Premises: NW corner County 19th & Ave 1 E, Somerton, 85350
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7.
8. During the option period on the second 40+/-, the price is $25,000 and will remain the
9. same for the first two years. Starting in the 3rd option year, (after October 1,
10. 2017) the price per acre will increase $500.00 and will increase an additional $500.00
11. each year thereafter.
12.
13. For example:
14.
15. 1. After Oct. 1, 2017 the price per acre will increase to $25,500/acre.
16. 2. After Oct. 1, 2018 the price per acre will increase to $26,000/acre.
17. 3. After Oct. 1, 2019 the price per acre will increase to $26,500/acre.
18.
19. The Seller will be able to harvest the crop in any given year and in the year that the
20. option is exercised the crop will be off the trees no later than Dec. 1st.
21.
22. It is mutually agreed herein that the purpose of this contract is to come to a meeting
23. of the minds and to put his offer to purchase in escrow and begin the process for both
24. the title company and the buyer to begin their permitting process. This contract with
25. the assessors numbers may need to be amended after the survey.
26.
27.
28.
29.
30.
31.
32.
33.
34.
35.
36.
37.
38.
39.
40.
41.
42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43.	[signature]	7/16/15 (MO/DA/YR)			MO/DA/YR
44.	☐ Seller ☒ Buyer		☐ Seller ☐ Buyer		
45.	☐ Landlord ☐ Tenant		☐ Landlord ☐ Tenant		
46.	[signature]	7/16/15 (MO/DA/YR)			MO/DA/YR
47.	☒ Seller ☐ Buyer		☐ Seller ☐ Buyer		
48.	☐ Landlord ☐ Tenant		☐ Landlord ☐ Tenant		

49. For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ (MO/DA/YR)

Realty Executives 14 593 S. 4th Ave Yuma, AZ 85364
Phone: (928)782-0405 Fax: Carolyn McKelvey-Malouff San Luis

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