



NOTICE OF REGULAR COUNCIL MEETING

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, March 22, 2017. The meeting will take place at the City Council Chambers, located at 1090 E. 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 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles 22 de Marzo del 2017. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
March 22, 2017
7:00 p.m.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PROCLAMATION / PRESENTATIONS

4. A. Proclamation-National Library Week April 9 - 15, 2017

4. B. Presentation and donation of a Cesar Chavez poster by Ms. Maria Robles to the City of San Luis Parks & Recreation Department. (Maria Robles, Resident)

4. C. Photo presentation of the Arizona State Karate Championships 2017. (Enrique Partida, Partida Karate Academy)

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

- Regular City Council meeting held January 11, 2017
- Work Session held January 18, 2017
- Regular City Council meeting held January 25, 2017
- Regular City Council meeting held February 8, 2017
- Regular City Council meeting held February 22, 2017

5. B. DISBURSEMENTS FROM FEBRUARY 25, 2017 THROUGH MARCH 10, 2017

Total Disbursements \$691,801.31

(Six Hundred Ninety-One Thousand, Eight Hundred One Dollars and Thirty-One Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6. A.** Discussion and possible action on any and all matters regarding the location of the 2017 Employee Annual Picnic at Wild River Family Entertainment Center, purchase of food, use of amenities and waiver of purchasing procedures as permitted under San Luis City Code Section 36.01 (H). **(Olivia Jenkins, Human Resources Director)**
- 6. B.** Discussion and possible action on any and all matters regarding Resolution No. 1177. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing a temporary reduction in certain fees under Resolution No. 770 Parks and Recreation fee schedule. (CONTINUED ITEM FROM REGULAR CITY COUNCIL MEETING HELD MARCH 8, 2017) **(Lizandro Galaviz, Parks and Recreation Director)**
- 6. C.** Discussion and possible action on any and all matters regarding First Amendment to Development Agreement for Las Quintas De San Luis Two (II) Subdivision, owner Riedel Holdings, L.L.C. and Nieves Riedel. **(Kay Marion Macuil, City Attorney)**
- 6. D.** Discussion and possible action on any and all matters regarding Resolution No. 1178. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting an Intergovernmental Agreement with Yuma Union High School District #70 (San Luis High School) and the City of San Luis regarding the joint development and construction of infrastructure, a utility easement and ancillary facilities located on Yuma Union High School District #70 property. (CONTINUED ITEM FROM REGULAR CITY COUNCIL MEETING HELD MARCH 8, 2017) **(Kay Marion Macuil, City Attorney)**
- 6. E.** Discussion and possible action on any and all matters regarding Resolution No.1179. A resolution of the Mayor and City Council of the City of San Luis, Arizona electing overlapping terms for the Directors of the Industrial Development Authority of the City of San Luis, Arizona . **(Kay Marion Macuil, City Attorney)**

7. SUMMARY OF CURRENT EVENTS

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

8. CALL TO THE PUBLIC

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

9. ADJOURNMENT



PROCLAMATION

Regular City Council Meeting

4.A.

Meeting Date: 03/22/2017

Title:

Proclamation-National Library Week April 9 - 15, 2017

Attachments

National Library Week 2017 3/22/2017



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

**National Library Week 2017
April 9-15, 2017**

WHEREAS, libraries are not just about what we have for people, but what we do for and with people;

WHEREAS, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools;

WHEREAS, librarians are organizers and information experts who for centuries have guided people to the best information resources. Librarians provide more than facts. They provide the expertise and services that add meaning to those facts;

WHEREAS, librarians continue to fulfill their role in leveling the playing field for all who seek information and access to technologies, especially as our society is at a critical juncture regarding the changing information landscape and the skills needed to thrive in our digital world.

WHEREAS, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and delivering new services that connect closely with patrons' needs;

WHEREAS, libraries and librarians open a world of possibilities through innovative STEAM programming, Makerspaces, job-seeking resources and the power of reading;

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, libraries work to serve all community members, including people of color, immigrants, people with disabilities, and the most vulnerable in our communities, offering services and educational resources that transform communities, open minds and promote inclusion and diversity;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim April 9-15, 2017, as **National Library Week**. I encourage all residents to visit the library this week and explore what's new at your library, and engage with your librarian. Because of you and our experts in the library, Libraries Transform.

PASSED AND ADOPTED this 22nd day of March, 2017.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

4.B.

Meeting Date: 03/22/2017

Presentation Topic/Summary:

Presentation and donation of a Cesar Chavez poster by Ms. Maria Robles to the City of San Luis Parks & Recreation Department. **(Maria Robles, Resident)**



4.C.

Presentation Topic/Summary:

Attachments

[illegible]







THANKS TO OUR SUPPORTERS



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A KARATE
DEMY







2017
Award of Excellence

PARTIDA KARATE ACADEMY
SENSEI ENRIQUE PARTIDA

***For You and Your Students Dedication and Devotion to
the Principles and Ideals of Traditional Karate***



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.A.

Meeting Date: 03/22/2017

Summary

MINUTES OF

- Regular City Council meeting held January 11, 2017
 - Work Session held January 18, 2017
 - Regular City Council meeting held January 25, 2017
 - Regular City Council meeting held February 8, 2017
 - Regular City Council meeting held February 22, 2017
-

Attachments

1/11/17 RCM
1/18/17 WS
1/25/17 RCM
2/8/17 RCM
2/22/2017 RCM

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
January 11, 2017
7:00 P.M.

1. CALL TO ORDER/ROLL CALL Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales (arrived at approximately 7:32 p.m.)
Council Member Ruben Walshe
Council Member Maria Cecilia Ramos
Council Member Africa Luna-Carrasco
Council Member Mario Buchanan Jr.

ABSENT: Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Ralph Velez, City Consultant
Sonia Cornelio, City Clerk
Alan Guevara, Police Department
Aracely De La Hoya, Senior Center Director
Axel Chaira, I.T. Technician
Craig Higgins, Chief of Police
Edgar Carbajal, Human Resources Department
Eulogio Vera, Public Works Director
Glenn Gimbut, Assistant City Attorney
Francia Alonso, Administrative Assistant
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Joel Saucedo, Police Department
John Starkey, Planning and Zoning Director
Jonathan Dumadag, I.T. Technician
Kay Macuil, City Attorney
Katie St. Louis, Finance Director
Lizandro Galaviz, Parks and Recreation Director
Luz Reyes, Utilities Department
Manuel Rojas, Assistant Public Works Director
Marco Santa, Sergeant
Miguel Alvarez, Lieutenant
Miguel Ramirez, Finance Department
Olivia Jenkins, Human Resources Director

Omar Heredia, Human Resources Department
Osvaldo Rodriguez, Facilities Department
Ric Bauermann, Firefighter/EMT
Yolanda Dueñas, Fleet/Facilities Director
Cesar Neyoy, Reporter
Diane Umphress, Amberly's Place
Eduardo Garcia, Factor Sales
Francisca Guzman, Translator
Francisco Heredia, Resident/Contractor
Guillermina Fuentes, Resident/Contractor
Lucy Lopez, Reporter
Maria Gonzalez, Resident
Nieves Riedel, Riedel Construction
Pamela Green, Visitor
Tony Reyes Sr., County Supervisor District #4

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Ruben Walshe

3. INVOCATION

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

4. PRESENTATIONS

4.A. Presentation on U.S. Customs and Border Protection Citizen's Academy by Ms. Maria Rodriguez, Border Patrol Agent. (Maria Rodriguez, Border Patrol Agent)

Ms. Maria Rodriguez, Border Patrol Agent, formally invited everyone present to register for the Citizen's Academy and provided information for the upcoming academy in Yuma. This program is designed to provide Yuma County business, civic, religious and community leaders, as well as interested residents, an inside look at how CBP secures the border at and between ports of entries in southwestern Arizona.

Mayor Gerardo Sanchez thanked Ms. Rodriguez for the presentation provided, for protecting the border and for everything they do. He invited the public to register for this academy.

Mr. Craig Higgins, Chief of Police, added that this is federal educational program that the public can learn from and understand many things that are done in the area by the Border Patrol agency.

4.B. Presentation of the San Luis Middle School Robotics Team by Mr. Mehul Gandhi, JHU-CTY ACT Instructor. (Mehul Gandhi, JHU-CTY ACT Instructor)

The Robotics Team was not available for the presentation at this meeting.

4.C. Presentation and recognition of employees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. (Omar Heredia, Training and Programs Coordinator)

Mr. Omar Heredia, Training and Programs Coordinator, presented the Years of Service Recognitions and 4th Quarter Yearly Employee Recognition and Awards Program awardees.

Mayor Gerardo Sanchez congratulated all awardees and thanked them for their dedication to the City of San Luis.

5. CONSENT AGENDA:

5.A. MINUTES OF

-Special Council meeting held October 5, 2016

5.B. DISBURSEMENTS FROM DECEMBER 3, 2016 TO DECEMBER 16, 2016 (ITEM REMOVED FROM CONSENT AGENDA AT LAST COUNCIL MEETING HELD DECEMBER 28, 2016)

Total Disbursements \$1,147,638.15

(One Million, One Hundred Forty-Seven Thousand, Six Hundred Thirty-Eight Dollars and Fifteen Cents)

DISBURSEMENTS FROM DECEMBER 17, 2016 TO DECEMBER 31, 2016

Total Disbursements \$804,885.72

(Eight Hundred Four Thousand, Eight Hundred Eighty-Five Dollars and Seventy-Two Cents)

5.C. Discussion and possible action on any and all matters regarding Resolution No. 1175. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting an Intergovernmental Agreement between the City of San Luis and the Yuma County for the Yuma Region-Imagery Acquisition Consortium project. (Isaac Gutierrez, GIS Technician)

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6.A. Discussion and possible action on any and all matters regarding change to purchasing of two ambulances. (Hank Green, Fire Chief)

Mr. Hank Green, Fire Chief, explained that this item was previously presented to the City Council and was approved in December 2016 however, a calculation of the taxes totaling \$40,600.00 was left out of the total amount approved. This item is being presented to the City Council again as the previous motion, when this item was approved, was very specific on the dollar amount and what the Fire Department was supposed to do. He asked the City Council to modify the direction to the Fire Department for the purchase of two (2) ambulances.

MOTION: Council Member Ruben Walshe/Council Member Africa Luna-Carrasco to approve a multi-year loan with zero down to finance the purchase of two (2) new ambulances as presented; and to approve the purchase of two (2) new ambulances in the amount of \$379,290.00 using the Cooperative Purchasing of Houston Galveston Area Council; and to authorize and direct the City Manager or designee to take any and all action as may be necessary to put into effect this loan and purchase including payment of taxes, licensing and registration. Motion passed unanimously.

6.B. Discussion and possible action on any and all matters regarding approval of the Independent Contractor Agreement with Velez Consulting Services. (Tadeo A. De La Hoya, City Manager)

Mr. Tadeo De La Hoya, City Manager, stated Mr. Velez's contract set rate is being amended as previously discussed; the per diem and mileage reimbursement were removed and will be paid now to Velez Consulting Services.

Mayor Gerardo Sanchez thanked Mr. Velez for his expertise, guidance, patience and for what he has done for the City as he has saved millions of dollars to the City over the past years.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve the Independent Contractor Agreement with Velez Consulting Services and approve the transfer of funds as set out in the Budget Adjustment Form as presented. Motion passed unanimously.

6.C. Discussion and possible action on any and all matters regarding Subdivision Case No. 2016-0423 P&F. A request by Edais Engineering, Inc., on behalf of Riedel Holdings, LLC, property owner, for the final approval for Las Quintas de San Luis II Subdivision located south of County 22nd Street between the East

Main Canal and Las Quintas Subdivision. (John Starkey, Planning and Zoning Director)

Mr. John Starkey, Planning & Zoning Director, explained that the conditions have been updated for final plat approval and added that staff has continued to work with the developer to get all the issues resolved for this subdivision. Mr. Starkey explained the following conditions:

- Master Plan** for Subdivision for erosion control of the slopes on private property which will be maintained by the private property owners once the subdivision is completed;
- Restrictive Covenant** shall require all lot owners within the subdivision to maintain, fix, repair or replace all improvements required by the Master Plan for erosion control on their respective lot, in perpetuity, or until conditions on the land have changed by re-grading or some other change so as to eliminate any appreciable risk of future erosion;
- Gravity Sewer** for wastewater utility service to the subdivision;
- Formation of the Districts** which is typical for subdivisions;
- Comply with Traffic Study**; and
- Comply with the Development Agreement**

Mayor Gerardo Sanchez asked if the developer had been informed about the conditions. Mr. Starkey responded Ms. Riedel had been informed and has agreed to all the restrictions.

Council Member Maria Cecilia Ramos asked Mr. Eulogio Vera, Public Works Director, what his recommendations are regarding gravity feed connection vs. a lift station.

Mr. Vera said that during the design process, the developer and its engineer were looking for options to connect to the City's sewer system as they thought a gravity line was already in existence to connect but there was no line so they were proposing a lift station. Therefore those were the two (2) options available; either a gravity system that connects to an existing lift station or building a new lift station to pump it up to an existing gravity system from Torres Street or Las Quintas I Subdivision. From the Public Works perspective, Mr. Vera does not recommend a new lift station unless a gravity line would not work.

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to approve the final plat with the January 10, 2017 Conditions for final plat approval as presented. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Ramos reported that Monday, January 16, 2017, the ceremonial ribbon cutting will be held for the house and the proceeds will go toward the

future domestic violence.

8. CALL TO THE PUBLIC

Guillermina Fuentes stated “ Good evening, Guillermina Fuentes, I live at 1630 North 9th Avenue, um there are two things that I want to address, one is that I believe that Mr. Walshe has a conflict of interest in voting on a matter that involves the developer on the motion in question and if this can be investigated, this question is for the attorney; the other is that I am here to ask for protection from my government, it might seem peculiar that Guillermina Fuentes cannot defend herself of something that has been going on recently, the reason I do not go to the courts and ask for a restraining order is because the local courts have a big conflict with the lady that I want to protect myself from. The lady that has been bothering me is Mrs. Nieves Riedel, she is passing by my house every day, I have pictures, I have cameras there, the street is very free but as I am telling you, the reason I cannot do it through the courts is because the judges have a big conflict, so I am not going to go to a person that is not going to listen to me, right. So what I come to tell you is how are you going to help me? I do not know and I have no idea, there has been two occasions now, that with her car she has attempted to run over my dog, my dog walking there alongside by me, as I told you I have pictures and I have a camera there too, uhh so I feel intimidated, so I cannot, as I was telling you, I cannot go to the court, you see. So I don't know if a solution will be found but I do not think there is one, but if not, then I will defend myself as best as I can, do not be surprised if I am involved on a street fight, just like the lady is screaming for; so I need, I need you to take care of this matter because the court will not take it; and on the other matter for the attorney, to please investigate the conflict of interest, thank you very much.”

“Good evening, Nieves Garcia Riedel, 1649 N. 9th Avenue, first of all thank you so much Mayor, honorable Council, uh, it has been a long way to reach this, this, being in this position I mean I, I, I can't believe it, is going to be a great project and my promise to you is that you guys are not going to regret it, not only you are not going to regret it but you are going to be very proud of having approved this subdivision that keeps bringing these jobs into the community and my second promise to you, that within a month we are going to come and we are going to go and present another property that is going to be 160 lots and I really know that God works in mysterious ways, the first time that I came to you guys with this project, I got derailed a little and I went to the east, I went to 9B and it's been a God's send, out of 159 lots, we have about 39 lots left, the need of housing is spreading here so if it wasn't because of that, I would never had looked east and uh, and we are going east and in the next year God willing, my plan is to bring three projects to the City of San Luis and put 300 lots here, in San Luis, it means 300 families are going to be able to in the next two, three years they going to be able to enjoy what most of us have enjoyed, having the American dream, having your own house. And I

thank you, I, I cannot thank you enough it's been hard but thank you, thank you so much, thank you Tadeo for your patience for listening and everybody that have worked for us, thank you Kay, I know I sometimes I get a little uppity but you beginning to, to know me, I'm just passionate about what I do, thank you so much, thank you Council Member Buchanan, thank you for one time you and I had a conversation and, and you have a great vision for this city, and uh, you, you don't talk about it, but I know you do, thank you so much."

Mayor Gerardo Sanchez asked, "Anyone else from Council, or staff, or the public"

There were no further comments from the public.

9. EXECUTIVE SESSION

MOTION: Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to go into Executive Session at approximately 7:43 p.m. Motion passed unanimously.

9.A. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A) (3) and (4) for legal advice with the City Attorney or City's attorneys, and/or for consultation with the City Attorney or City's attorneys in order to consider its position and instruct its attorneys regarding City Council's position regarding contracts that are the subject of negotiations or potential litigation regarding the lease with SpearPoint for solar panels. (Kay Marion Macuil, City Attorney)

10. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Matias Rosales to go back to Regular Session at approximately 8:48 p.m. Motion passed unanimously.

11. ADJOURMENT

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to adjourn the Regular City Council meeting at approximately 8:48 p.m. Motion passed unanimously.

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 18, 2017
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Work Session to order at approximately 6:34 p.m.

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

ABSENT: Council Member Maria Cecilia Ramos
Council Member Ruben Walshe

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Melissa Lopez, Deputy City Clerk
Kay Marion Macuil, City Attorney
Aracely De La Hoya, Senior Services Director
Axel Chayra, IT Technician
Craig Higgins, Chief of Police
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Jonathan Dumadag, IT Technician
Lizandro Galaviz, Parks & Recreation Director
Manuel Rojas, Assistant Public Works Director
Olivia Jenkins, Human Resources Director
Ric Bauermann, Fire Department
Yolanda Dueñas, Fleet/Facilities Manager

2. AGENDA ITEMS:

2. A. Discussion on any and all matters regarding the Price Center parking lot projects and request to ratify and to waive formal purchase procedures as authorized by San Luis City Code-Purchasing, Section 36.01 (H). (Jenny Torres, Community Development Director)

Ms. Jenny Torres, Community Development Director, informed that the Price Center building is a city owned building which is approximately 23 years old. She mentioned that there are substantial improvements that need to be done to this building, this improvement will be done in two different phases; phase #1 will be the front parking area project, which will consist of crack seal, slurry seal and re-striping. The crack seal repairs and re-striping was done by Marco Seal Coating and Paving in a combined amount of \$6,370.00. The slurry seal was done by American Pavement Preservation in the amount of \$12,402.70. She informed that the City piggy backed with the City of Yuma which complies with the San Luis City Code-Purchasing, Section 36.09, Cooperative Purchasing; phase #2 is the back and side areas of the building which will consist of a one-inch (1") asphaltic overlay. On this phase staff requested three (3) quotes from different contractors and only two (2) contractors responded and submitted quotes, Marco Seal Coating and Paving was the lowest quote in the amount of \$32,800.00. Furthermore, she added that the reason for bringing this item to City Council is that per the Finance Department's perspective this purchase may be confusing because the contractor submitted quotes for the two (2) projects and both projects involve the Price Center. The total amount paid to Marco Seal Coating and Paving for both projects is above the \$35,000.00 limit pursuant to San Luis City Code-Purchasing, Section 36.01 (D) which allows for three (3) verbal quotes. She mentioned that combining both projects will require a formal bidding process. A formal bidding was not done as staff categorized the work as two (2) different projects. She informed that by not going out to bid the City had substantial cost savings as a formal bid process would have taken more time and would have resulted in a higher expense.

Mayor Gerardo Sanchez thanked Ms. Torres for the savings on this project. He stated that the City needs to invest money on this property in order to make it more appealing for business that want to come to the City.

Vice-Mayor Matias Rosales asked if this project includes the land from the Yuma County Water Users Association (YCWUA).

Ms. Torres replied that this project does not include YCWUA land, this will be additional to what has been done at this time. She stated that the City should be receiving the approval from them before the end of the fiscal year.

2. B. Discussion on any and all matters regarding authorization to approve Shuck Drilling Company, Invoice #8017 for Well #9 rehabilitation and ratification of the same. (Manuel Rojas, Assistant Public Works Director)

Mr. Manuel Rojas, Assistant Public Works Director, informed that the work was done on well #9 at wellsite #6. He mentioned that Shuck Drilling was called by staff on a pump issue, after the inspection was done it was found that the well casing was plugged. He informed that staff proceeded with the work because well pump and piping were removed and the vendor was already on site. He stated that the high maintenance costs were due to sonar jet shots performed to clean the well casing and well pump trimming. Mr. Rojas stated that staff is requesting authorization to wave the procurement procedures as allowed under San Luis City Code-Purchasing, Section 36.01 (H) and is justified due to vendor already being on site working on the well. He informed that the work performed at this well site is at fair market value. Well site #6 is the second largest well site in West San Luis and when is down for repairs it is treated as "urgent" due to customer demand and fire liability. Furthermore, he informed that well #10 is having the same issues and it is unclear what repairs will need to be done. He mentioned that this is typical well maintenance and if necessary the work is done.

Mayor Gerardo Sanchez asked if this type of maintenance was done in the past.

Mr. Rojas replied that staff was doing the camera inspection but not the sonar jet shots as there was another procedure done. He informed that this new procedure is better than what it was done six (6) years ago. He mentioned that well maintenance is done on a yearly basis but some of the wells run 23 hours during the summer in an effort to keep up with the flow.

Vice-Mayor Matias Rosales asked how often the sonar jet shots are performed.

Mr. Rojas replied that these shots are performed every 6 to 8 years depending on the operation of the well.

2. C. Discussion on any and all matters regarding approval of final proposal from Synovia Solutions for the purchase of a Global Positioning System (GPS) software and hardware for Public Works Fleet. (Manuel Rojas, Assistant Public Works Director)

Mr. Manuel Rojas, Assistant Public Works Director, informed that this GPS system will assist the Public Works Department to optimize the Solid Waste collection and street sweeper routes. The incorporation of GPS software will help improve customer service to the community, savings in fleet maintenance and fuel consumption costs. The vendor is Synovia Solutions in the amount of \$4,224.00 for one year, this will be a test trial. He informed that the intent of this GPS system is to save money.

3. DISCUSSION ITEMS:

3. A. Discussion on any and all matters regarding Water Division, Back-Flow Program and bringing all commercial and multi-residential property owners in compliance with Ordinance No. 125. (Manuel Rojas, Assistant Public Works Director)

Mr. Manuel Rojas, Assistant Public Works Director, informed that in 1995, Ordinance No. 125 was adopted, which required the use of back-flow prevention device to commercial and multi-family accounts. He added that for the last four (4) years the Water Division has been working with the back-flow program, to better the program the division purchased the XC2 Back-Flow Program to better manage the program and to try to reach full compliance. He informed that currently, the City has 380 active accounts that require a back-flow device from which 28 are non-compliant. He stated that in the intent to achieve full compliance, staff sent three (3) letters to various businesses requesting compliance, but the 28 accounts have not been responsive. Furthermore, he added that on February 1, 2017 staff will be sending a 45-day notice to all businesses that are non-compliant, which will be followed with a 15-day disconnect notice.

Mayor Gerardo Sanchez asked Mr. Rojas to please make sure that everyone that received a notice is well informed as to what needs to be done and the consequences if they do not comply the with back-flow program.

4. ADJOURMENT

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to adjourn the Work Session at approximately 7:09 p.m. Motion passed unanimously.

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
January 25, 2017
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council Meeting to order at approximately 6:34 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Gloria Torres
Council Member Ruben Walshe (arrived at approx. 7:04 p.m.)

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Axel Chayra, IT Technician
Craig Higgins, Chief of Police
Francia Alonso, Administrative Assistant
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Jonathan Dumadag, IT Technician
Jose Guzman, Assistant Planner
Kay Macuil, City Attorney
Katie St. Louis, Finance Director
Lizandro Galaviz, Parks & Recreation Director
Manuel Rojas, Assistant Public Works Director
Olivia Jenkins, Human Resources Director
Ric Bauermann, Fire Department
Yolanda Dueñas, Fleet/Facilities Manager
Cesar Neyoy, Reporter
Francisca Guzman, Translator
Guillermina Fuentes, Resident
Lucy Lopez, Reporter
Marco Pinzon, Resident

Najeh Edais, Edais Engineering

4. PRESENTATION

4. A. Introduction to the Mayor and City Council of recently hired City of San Luis employees from October through December 2016. (Olivia Jenkins, Human Resources Director)

Ms. Olivia Jenkins, Human Resources Director, presented the recently hired employees to the Mayor and City Council.

Mayor Gerardo Sanchez welcomed the new employees to the City of San Luis adding that everything they do is appreciated.

Ms. Jenkins added that at the next Regular City Council meeting, Human Resources will be presenting the employees that were hired during the third quarter.

5. CONSENT AGENDA

5. A. MINUTES OF

-Regular Council meeting held October 12, 2016

5. B. DISBURSEMENTS FROM JANUARY 1, 2017 TO JANUARY 13, 2017

Total Disbursements \$861,285.62

(Eight Hundred Sixty-One Thousand, Two-Hundred Eighty-Five Dollars and Sixty-Two Cents)

5. C. Discussion and possible action on any and all matters regarding the Price Center parking lot projects and request to ratify and to waive formal purchase procedures as authorized by San Luis City Code-Purchasing, Section 36.01 (H). (Jenny Torres, Community Development Director)

5. D. Discussion and possible action on any and all matters regarding approval of Shuck Drilling Company, Invoice #8017 for Well #9 at Well Site #6 rehabilitation and ratification of the same. (Manuel Rojas, Assistant Public Works Director)

5. E. Discussion and possible action on any and all matters regarding approval of final proposal from Synovia Solutions for the purchase of a Global Positioning System (GPS) software and hardware for Public Works Fleet. (Manuel Rojas, Assistant Public Works Director)

5. F. Discussion and possible action on any and all matters regarding funds for potential invoicing from the United States Department of Interior, Bureau of Land Management for the use of land for the solar panels at the City Hall Complex and funds for legal costs regarding related contract negotiations. (Kay Marion Macuil, City Attorney)

MOTION: Council Member Africa Luna-Carrasco/Council Member Gloria Torres to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the appointment of two City of San Luis citizens to serve on the City of San Luis Planning and Zoning Commission. (John Starkey, Planning and Zoning Director)

Mr. Jose Guzman, Assistant Planner, stated that there are two (2) terms of commissioners expiring on January 31, 2017. Mr. Guzman added that Mr. Hugo Garcia was interested in continuing to serve as a Commission Member and added that an application from Mr. Marco A. Pinzon was received.

MOTION: Mayor Gerardo Sanchez/ Council Member Africa Luna-Carrasco to appoint Marco A. Pinzon as Planning and Zoning Commissioner, to fill the vacancy created by Maria G. Guzman, which term expires January 31, 2017 and to appoint him to a 4 year term after the expiration of Ms. Guzman's term. Motion passed unanimously.

MOTION: Mayor Gerardo Sanchez/ Vice-Mayor Matias Rosales to appoint Hugo Garcia as Planning and Zoning Commissioner to a term of 4 years at the expiration of his current term on January 31, 2017. Motion passed unanimously.

6. B. Discussion and possible action on any and all matters regarding Subdivision Case No. 2016-0423 Modification of Conditions of Final Plat and wastewater line update. Applicant is Edais Engineering, Inc., on behalf of Riedel Holdings, LLC, property owner, for Las Quintas de San Luis II Subdivision located south of County 22nd Street between the East Main Canal and Las Quintas Subdivision. (John Starkey, Planning and Zoning Director and Eulogio Vera, Public Works Director)

Mr. Eulogio Vera, Public Works Director, provided an update on the discussion with the contractor. Mr. Vera explained that Mr. Edais is working on acquiring an easement with San Luis High School to build the waste water line. He added that the conditions approved and presented are being worked on. Mr. Vera also stated that on January 23,

2017 it was brought to staff's attention that the grading work had begun without staff knowing and required the developer to meet the new criteria.

Mayor Gerardo Sanchez asked if staff felt comfortable with the situation.

Mr. Vera, stated that he felt comfortable with finishing the grading work and retaining walls as is. He added that all other work must be compliant with the conditions.

Council Member Maria Cecilia Ramos asked if the engineers were aware they had to obtain a grading permit.

Mr. Najeh Edais, Edais Engineering, stated that they had assumed it was okay to start work as when doing work with different cities in the county, they would start ahead of time preparing the land.

Mayor Gerardo Sanchez commented that there are certain guidelines that need to be followed. Adding that it is important for all parties to be on the same page as it will only delay the project. Mayor Gerardo Sanchez is asking all parties to work together and communicate with the City.

Ms. Kay Macuil, City Attorney, added that the grading permit has not yet adopted by the City, but was in the conditions to follow the building code in regards to grading. Ms. Macuil added that she was comfortable with the quality of work.

Mr. Vera commented that they have the permission from the State for the type of work and a plan has been implemented.

MOTION: Vice Mayor Matias Rosales/ Council Member Mario Buchanan Jr. to approve modification of the conditions for final plat approval to allow for grading and for construction of retaining walls to proceed as directed by appropriate City staff after the developer has submitted:

- (1) the engineer's opinion as outlined in the conditions and
- (2) follow all local, state and federal law; and

that once the grading and retaining wall are completed, no construction shall start until all conditions of the final plat approval are complete and all required permissions are in place; and

that staff may take all appropriate actions for any future non-compliance related to the subdivision. Motion passed unanimously.

6. C. Discussion and possible action on any all matters regarding Resolution No. 1176. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the Fourth Amended and Restated Bylaws of the Greater Yuma Port Authority, Incorporated, an Arizona Nonprofit Corporation. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that the Greater Yuma Port Authority Bylaws will allow the City of Yuma to join and contribute to the cost. She added that the City Council will now have to remove their representative with a cause as opposed to no cause.

Mayor Gerardo Sanchez asked who determines the cause of leave.

Ms. Macuil replied that the City Council will be the one determining the cause of leave.

Council Member Africa Luna-Carrasco asked if the annual fees and dues will remain the same or if they would change.

Vice-Mayor Matias Rosales, replied that a small fee was generated to allow smaller communities to join. He added that the fee was determined by population of the city.

MOTION: Council Member Mario Buchanan Jr./ Council Member Maria Cecilia Ramos to approve Resolution No. 1176. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Ramos reported that South Yuma County Domestic Violence Coalition had their grand opening for the first house to be constructed. She added that she attended the Rural Transportation Summit and added that the City needs to find ways to fund road issues.

8. CALL TO THE PUBLIC

Mr. Najeh Edais, Edais Engineering, thanked the Mayor, City Council, staff, and everyone involved in the Las Quintas project for their hard work. He added there are no hard feelings and that Ms. Riedel and himself are excited for the project to start.

Ms. Guillermina Fuentes, 1630 N. 9th Avenue San Luis AZ, commented that while the City Council is trying hard to make the situation correct, construction began for a week

without a permit. She added that the heavy construction movements are affecting the property. Ms. Fuentes, added that the City Council needs to read the developer's agreement carefully and enforce them for the good of the public.

Ms. Carla Felix, 1470 N. 9th Avenue San Luis AZ, commented that every time she comes home from work the stuff that she has hanged on her walls are on the floor due to the heavy construction machinery. She added that the vibrations from the machinery can be felt inside her house and added that she has taken pictures off as it is affecting her house. She asked if something was to happen to her house who would be responsible.

Mayor Gerardo Sanchez replied that while he cannot respond to her question, he will direct Ms. Kay Macuil, City Attorney, to Ms. Felix to ask her some questions.

Ms. Felix added that what Mr. Edais was commenting are childish excuses, as they should know when the appropriate time to start is.

9. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./ Council Ruben Walshe to adjourn the Regular City Council Meeting at approximately 7:45 p.m. Motion passed unanimously.

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
February 8, 2017
7:00 P.M.

1. CALL TO ORDER/ROLL CALL Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Matias Rosales (arrived at approximately 7:32 p.m.)
Council Member Ruben Walshe
Council Member Maria Cecilia Ramos
Council Member Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Gloria Torres

OTHERS PRESENT: Tadeo De La Hoya, City Manager
Ralph Velez, City Consultant
Francia Alonso, Acting City Clerk
Aracely De La Hoya, Senior Center Director
Axel Chaira, I.T. Technician
Chris Hagan, Management Analyst
Craig Higgins, Chief of Police
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Isaac Gutierrez, GIS Technician
Jenny Torres, Community Development Director
Jose Guzman, Assistant Planner
Kay Macuil, City Attorney
Katie St. Louis, Finance Director
Lizandro Galaviz, Parks and Recreation Director
Manuel Rojas, Assistant Public Works Director
Olivia Jenkins, Human Resources Director
Cesar Neyoy, Reporter
Eduardo Garcia, Factor Sales
Francisca Guzman, Translator
Guillermina Fuentes, Resident/Contractor
Lucy Lopez, Reporter

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Matias Rosales

3. INVOCATION

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

4. CONSENT AGENDA

4. A. MINUTES OF

-Work Session held October 19, 2016

4. B. DISBURSEMENTS FROM JANUARY 14, 2017 TO JANUARY 27, 2017

Total Disbursements \$635,089.23

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

MOTION: Council Member Gloria Torres/Council Member Maria Cecilia Ramos to approve the Consent Agenda as presented. Motion passed unanimously.

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the approval to award a one-inch (1") asphaltic concrete overlay project to DPE Construction for the International Plaza Two Subdivision and waive formal purchasing requirements as is allowed under San Luis City Code-Purchasing Section 36.01(H). (Eulogio Vera, Public Works Director)

Mr. Eulogio Vera, Public Works Director, explained that as part of the Pavement Preservation Project Fiscal Year 2017, staff recommends application of a one-inch (1") asphalt overlay to the International Plaza Two Subdivision streets. After assessing the condition of the street in the subdivision, staff proceeded with a 1" asphalt overlay test trial at Santa Fe Drive, which due to the good results led to providing the same to the Price Center parking lot. Staff estimated project cost based on the Price Center parking lot prices but all quotes received had the cost per square yard higher than expected. Staff recommends the approval of the overlay project by DPE Construction for a total of \$40,164.00 to complete all the side streets for the entire subdivision.

The San Luis City Code-Purchasing Section 36.01(E) requires three (3) written quotes for amounts of \$15,000.00 up to \$34,999.99. On this project DPE Construction gave the lowest quote. However, the total amount will be \$40,164.00. The San Luis City Code-Purchasing Section 36.01(F) requires formal bidding for amounts of

\$35,000.00 and above. However, a bidding process would be an unnecessary expense to the City in this case, given the lowest quote was DPE Construction. Staff is recommending that the formal purchase procedures be waived as is allowed under the San Luis City Code-Purchasing Section 36.01(H).

Mr. Vera added that the road conditions in that area are bad and need improvements.

MOTION: Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to approve DPE Construction for the International Plaza Two Subdivision one-inch asphaltic concrete overlay project as presented and to waive formal purchasing procedures for the reasons presented. Motion passed unanimously.

5. B. Discussion and possible action on any and all matters regarding Resolution No. 1178. A resolution of the Mayor and City Council of the City of San Luis approving and adopting an Intergovernmental Agreement with Yuma Union High School District #70 regarding a wastewater utility easement. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that this Intergovernmental Agreement (IGA) is still being worked on some last details to get the IGA complete, the school removed it from their agenda therefore Ms. Macuil recommended continuing this item to February 22, 2017.

MOTION: Council Member Ruben Walshe/Council Member Maria Cecilia Ramos to continue this item to the February 22, 2017 Regular City Council meeting. Motion passed unanimously.

6. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Ramos reported that herself, Council Member Gloria Torres and Vice Mayor Matias Rosales attended the Ed Pastor Elementary School tour of the 19 new classrooms and the preview of the new administration offices.

Mayor Gerardo Sanchez reported that he attended a meeting regarding the work ADOT has been doing and the issues with inspections that occur at the second Port of Entry. It is amazing to see ADOT and the other agencies modifying adjusting normal level 1 inspections from 55 minutes to 25 minutes.

Council Member Ruben Walshe thanked the City Council for the hard work they do and recognized everyone involved in the installation of the LED lights at San Luis High School and added that the community is extremely happy about this.

7. CALL TO THE PUBLIC

Ms. Guillermina Fuentes, 1630 N. 9th Avenue, SLAZ, stated that one more time she addresses the Mayor and City Council as she still believes that there are decent Council Members wanting to do the best for their city. Last Friday, Officer Alvarez, sent two (2) police officers to her house to investigate a call from Nieves, without following a protocol for a complaint. Then Monday, Ms. Fuentes was called in to the San Luis Police Department regarding an investigation as she was being accused of harassment. Tuesday, another police officer went to Ms. Fuentes' house with a court document and was questioned what is going on as she had a man in the back of her house. Ms. Fuentes responded she did have a man in the back of the house, a man she needed to hire to take care of her house from the mentally unbalanced person harassing her with the help of the police.

Furthermore, Ms. Fuentes said that the Mayor and City Council need to do something, she does not know what to do or say anymore. Ms. Fuentes added that her mother cries whenever she sees the police outside Ms. Fuentes home. It has been 7 police officers harassing her because an unbalanced person tells them to go to Ms. Fuentes home. Ms. Fuentes added that the one who should be taken care of is herself, not Nieves, now there is a court order that Ms. Fuentes cannot turn and look at her project or else they will do something to her; this is intimidation not only from the ill lady but from the police as well.

Ms. Fuentes mentioned that if another police officer goes to her house without a warrant for her arrest... they are not dealing with a criminal; adding she has been in this community for 45 years and she does not have a criminal action against her. The police should not be doing everything the lady tells them to do or else she will think that the Mayor and City Council are also part of this non-sense. The lady that spoke on Call to the Public was intimidated easily by receiving a letter from the attorney, but nothing intimidates Ms. Fuentes, as she is entitled to her rights and hopes that the City Council stops the Police Department from harassing Ms. Fuentes as she already had enough with her.

The second matter is for Mr. Walshe who insists on playing the role of a child. Ms. Fuentes informed Ms. Macuil, City Attorney, she could provide her with copies as Ms. Macuil gave a letter to the City Council stating Mr. Walsh does not have a conflict. There was a meeting, a Work Session on April 20 and Mr. Walsh participated on this issue. On May 26th there was a Regular City Council meeting, not only did Mr. Walsh participate but he made a motion on this issue. So it is not like Ms. Macuil does not know nor has the documents. Ms. Fuentes thinks that Ms. Macuil should protect the citizens of this community, her obligation is to protect the public not a Council Member.

According to not having anything to do with Riedel, because Riedel stated in Bajo El Sol on July that she sold the property and if noticed the votes were made before, so again Ms. Kay this is a formal complaint of a conflict of interest.

8. EXECUTIVE SESSION

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

8. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1), A.R.S. §38-431.03(A)(3), and A.R.S. §38-431.03(A)(4) on any and all matters relating to the position of Chief of Police including evaluation of performance and possible discussion of approval of terms and conditions pursuant to San Luis City Code §32.02 and possible consultation with and/or instruction to the City Attorney or City's attorneys. (Tadeo A. De La Hoya, City Manager and Kay Marion Macuil, City Attorney)

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to go into Executive Session at approximately 7:21 a.m. Motion passed unanimously.

9. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to go back to Regular Session at approximately 8:00 p.m. Motion passed unanimously.

10. DISCUSSION AND POSSIBLE ACTION ITEM:

11. Discussion and possible action on any and all matters regarding the position of the Chief of Police Craig Higgins including modifying his employment agreements to extend the time to complete Arizona Peace Officer Standards and Training certification to May 31, 2017. (Tadeo De La Hoya, City Manager and Craig Higgins, Chief of Police)

MOTION: Vice Mayor Matias Rosales/Council Member Mario Buchanan Jr. to extend the current contract and extend the time for Craig Higgins to obtain the Arizona Post Certification to May 31, 2017 and direct staff to prepare and amend the employment contract for this extension. Motion passed with five (5) ayes and two (2) nays from Council Members Africa Luna-Carrasco and Ruben Walshe.

12. ADJOURMENT

MOTION: Vice Mayor Matias Rosales/Council Member Ruben Walshe to adjourn the Regular Council meeting at approximately 8:01 p.m. Motion passed unanimously.

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
February 22, 2017
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

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

ABSENT: Council Member Ruben Walshe

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Andrea Moreno, Police Administrator
Angel Ramirez, Fire Department
Aracely De La Hoya, Senior Services Director
Axel Chaira, I.T. Technician
Craig Higgins, Chief of Police
Eulogio Vera, Public Works Director
Francia Alonso, Administrative Assistant
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Jonathan Dumadag, I.T. Technician
Jorge Perez, Administrative Coordinator
Jose Guzman, Assistant Planner
Kay Macuil, City Attorney
Katie St. Louis, Finance Director
Lizandro Galaviz, Parks and Recreation Director
Manuel Rojas, Assistant Public Works Director
Noel Chavez, Fire Department
Ric Bauermann, Fire Department
Victor Figueroa, Police Department

Yolanda Dueñas, Fleet and Facilities Office Manager
Francisca Guzman, Translator
Julie Engel, Greater Yuma Economic Development Corporation
Pamela Green, Visitor

2. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Council Member Maria Cecilia Ramos.

3. INVOCATION

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

4. PRESENTATIONS

4. A. Presentation of the Mid-Year Report by Ms. Julie Engel, President and CEO of Greater Yuma Economic Development Corporation. (Julie Engel, President and CEO of Greater Yuma Economic Development Corporation)

Ms. Julie Engel, President and CEO of Greater Yuma Economic Development Corporation, provided a mid-year report to the Mayor and City Council Members on behalf of Greater Yuma EDC. Ms. Engel also invited Mayor Gerardo Sanchez to attend the Yuma-Mexicali Manufacturers Alliance meeting on March 3, 2017.

4. B. Introduction to the Mayor and City Council of recently hired City of San Luis employees from July through September 2016. (Olivia Jenkins, Human Resources Director)

Mr. Tadeo De La Hoya, City Manager, presented the employees hired during the third quarter to the Mayor and City Council.

Mayor Gerardo Sanchez welcomed the new employees and thanked them for their hard work.

5. CONSENT AGENDA

5. A. DISBURSEMENTS FROM JANUARY 28, 2017 THROUGH FEBRUARY 10, 2017

Total Disbursements \$603,758.47

(Six Hundred Three Thousand, Seven Hundred Fifty-Eight Dollars and Forty-Seven Cents)

5. B. MINUTES OF

- Special Council meeting held October 19, 2016
- Regular Council meeting held October 26, 2016
- Special Council meeting held November 2, 2016
- Regular Council meeting held November 9, 2016
- Special Council meeting held November 22, 2016
- Work Session held December 7, 2016
- Joint Work Session held December 7, 2016
- Special Council meeting held December 7, 2016
- Regular Council meeting held December 14, 2016
- Regular Council meeting held December 28, 2016

MOTION: Council Member Gloria Torres/ Council Member Mario Buchanan Jr. to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action to approve and authorize a Consulting Agreement with Albert Holler and Associates to provide services to the City of San Luis regarding "Sales Tax Audit". (Katie St. Louis, Finance Director)

Ms. Katie St. Louis, Finance Director, stated that the contract with Albert Holler is to review the taxes that have been processed at the state level. Ms. St. Louis added that Mr. Holler is familiar with the City of San Luis as he has previously done work for them. The contract is for three (3) years for a total of \$2,000.00 per month.

MOTION: Council Member Gloria Torres/Council Member Maria Cecilia Ramos to approve the renewal of the contract as presented with Albert Holler and Associates in the amount of \$2,000.00 per month for tax audit services provided. Motion passed unanimously.

6. B. Discussion and possible action on any and all matters regarding the purchase of Personal Protective Equipment. (Hank Green, Fire Chief)

Mr. Hank Green, Fire Chief, requested authorization to purchase 13 sets of Personal Protective Equipment for newly hired personnel. Mr. Green added that the reason for the request of waiver would be because of the price and uniformity.

Council Member Maria Cecilia Ramos asked if there were any complaints about the new uniforms.

Mr. Green replied that the uniforms would be the same as the rest of staff. Adding that there are no current complaints about the current uniforms.

MOTION: Council Member Mario Buchanan Jr./Council Member Maria Cecilia Ramos to approve the purchase of 13 sets of Personal Protective Equipment in the amount of \$30,907.56 as presented and to waive formal purchasing requirements for the reasons presented. Motion passed unanimously.

6. C. Discussion and possible action on any and all matters regarding the purchase of one four-wheel drive vehicle with police equipment for Operation Stone Garden to be paid with grant funds. (Victor Figueroa, Lieutenant)

Mr. Victor Figueroa, Lieutenant, stated that the San Luis Police Department is requesting to purchase a 2017 Chevrolet Tahoe 4x4 from Courtesy Chevrolet and equipment by Arizona Emergency Products both under state contract. He added that the main purpose of the vehicle would be remote areas in the East desert along the river. Mr. Figueroa added that this would minimize the wear and tear of the other patrol vehicles.

MOTION: Council Member Gloria Torres/ Council Member Maria Cecilia Ramos to approve purchase of a Chevrolet Tahoe four-wheel-drive vehicle and police equipment as presented for the Operation Stonegarden Program and to use the Operation Stonegarden grant monies to offset the costs of these purchases. Motion passed unanimously.

6. D. Discussion and possible action on any and all matters regarding the approval of an engineering design proposal of the County 22nd Street and 4th Avenue Intersection Left Turn Lane Improvements Project by Nicklaus Engineering, Inc. (Eulogio Vera, Public Works Director)

Mr. Eulogio Vera, Public Works Director, stated that he is seeking approval to award a contract to Nicklaus Engineering, Inc. for the design of the 4th Avenue and County 22nd Street intersection. Mr. Vera added that the improvements will help alleviate the vehicle congestion in the intersection during peak hours.

MOTION: Council Member Mario Buchanan Jr./Council Member Maria Cecilia Ramos to approve the engineering design proposal for County 22nd Street and Fourth Avenue intersection left turn lane improvements in the amount of \$28,025.00. Motion passed unanimously.

Council Member Gloria Torres congratulated everyone involved in the construction of Denny's adding that she has received several positive calls from residents.

6. E. Discussion and possible action on any and all matters regarding approval of the amended contract prepared as directed by City Council on February 8, 2017 to extend the contract of Craig Higgins Chief of Police and to extend the time for completion of Arizona Peace Officer Standards and Training certification to May 31, 2017. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that the amended employment contract being presented was a result of what the Mayor and City Council had directed during the previous Regular City Council Meeting.

Mayor Gerardo Sanchez asked what was approved during the previous Regular City Council meeting.

Ms. Macuil replied that instructions for the contract were approved and not the actual contract.

MOTION: Council Member Mario Buchanan Jr./ Council Member Maria Cecilia Ramos to approve the employment contract of Chief of Police Craig Higgins as presented in the attachment to this agenda item. Motion passed with four (4) aye votes and two (2) nay votes from Council Members Africa Luna-Carrasco and Gloria Torres.

6. F. Discussion and possible action on any and all matters regarding Resolution No. 1178. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting an Intergovernmental Agreement with Yuma Union High School District #70 (San Luis High School) and the City of San Luis regarding the joint development and construction of infrastructure, a wastewater utility easement and ancillary facilities located on Yuma Union High School District #70 property. (Kay Marion Macuil, City Attorney)

Mr. Tadeo A. De La Hoya, City Manager, recommended the item be continued to the next Regular City Council meeting scheduled for March 8, 2017 as the contract is not ready for approval.

MOTION: Vice-Mayor Matias Rosales/Council Member Mario Buchanan Jr. to continue the item to the next scheduled City Council meeting on March 8, 2017. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Vice-Mayor Matias Rosales stated that Council Member Maria Cecilia Ramos and he attended the Yuma Visitors Bureau renewed tour of the South County where approximately 20 persons attended.

Council Member Maria Cecilia Ramos added that the visitors were very pleased and interested in the City's culture. Council Member Maria Cecilia Ramos thanked staff who were involved in making this happened.

Mayor Gerardo Sanchez stated that on February 15, 2017 he attended the Yuma County Science Fair and stated that the City of San Luis students did a great job on the physics part. He added that every student from San Luis did a great job.

Council Member Maria Cecilia Ramos stated that on February 17, 2017 she attended the YouthBuild Group No. 16 introduction and expressed she was proud of them.

8. CALL TO THE PUBLIC

Mr. Rafael Avalos, San Luis Adult Soccer League, commented that he had met with Mr. Louie Galaviz, Parks and Recreation Director, in regards to the parks fees. Mr. Avalos added that the fees are too high.

Mayor Gerardo Sanchez stated that staff will look into this and added the City is losing money in Parks. Furthermore, he said it has reached to the point of deciding to whether cut programs or charge more for the park's maintenance as this has being an issue for the past six (6) years. Mayor Gerardo Sanchez indicated the City will evaluate the fees charged for the use of the City's parks.

Mr. Tadeo De La Hoya, City Manager, informed that he had a conversation with Mr. Avalos after he met with Mr. Galaviz and added that the resolution in charge of fees was passed and adopted in 2009. A new resolution would have to be made in order to reduce the fees.

Mr. Damian Noriega, Youth Soccer League, asked the Mayor and City Council for help on the fees for the use of the soccer fields.

9. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./ Council Member Africa Luna-Carrasco to adjourn the Regular City Council Meeting at approximately 7:44 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.B.

Meeting Date: 03/22/2017

Summary

DISBURSEMENTS FROM FEBRUARY 25, 2017 THROUGH MARCH 10, 2017

Total Disbursements \$691,801.31

(Six Hundred Ninety-One Thousand, Eight Hundred One Dollars and Thirty-One Cents)

Attachments

Disbursements 3/22/2017



City of San Luis

Finance Department

COUNCIL MEETING MARCH 22, 2017 Disbursement Reports from 2/25/2017 to 3/10/2017

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	2/27/2017	\$ 15,058.75	Schedule A
Accounts Payable Check Account	2/27/2017	\$ 41,567.11	Schedule B
Accounts Payable Check Account	3/1/2017	\$ 63,126.18	Schedule C
Accounts Payable Check Account	3/2/2017	\$ 15,377.81	Schedule D
Accounts Payable Check Account	3/2/2017	\$ 5,052.00	Schedule E
Accounts Payable Check Account	3/2/2017	\$ 1,246.04	Schedule F
Accounts Payable Check Account	3/6/2017	\$ 14,564.99	Schedule G
Accounts Payable Check Account	3/7/2017	\$ 491.00	Schedule H
Payroll Check Account	3/8/2017	\$ 259,912.34	Schedule I
Accounts Payable Check Account	3/9/2017	\$ 809.26	Schedule J
Accounts Payable Check Account	3/9/2017	\$ 237,630.52	Schedule K
Accounts Payable Check Account	3/9/2017	\$ 27,365.44	Schedule L
Accounts Payable Check Account	3/9/2017	\$ 9,599.87	Schedule M

Total Disbursements: \$ 691,801.31

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

Prepared by Angelica V. Castro:

Angelica V. Castro

Verified by Finance Director:

Heidi St. Louis

For Council approval on: _____

Mayor: _____

Council: _____

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CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 02/27/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		0217177		02/24/2017	LEGACY021717	109.35
Check	02/27/2017	78762	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2,098.75
	Invoice		Date	Description		Amount
		EORP021717		02/24/2017	EORP021717	2,098.75
Check	02/27/2017	78763	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		360.00
	Invoice		Date	Description		Amount
		2017-00000744		02/24/2017	539 - ASK COPS - SLPD	360.00
Check	02/27/2017	78764	Accounts Payable	STANDARD INSURANCE CO.		6,780.49
	Invoice		Date	Description		Amount
		02012017022817		02/24/2017	LIFE INSURANCE	6,780.49
Check	02/27/2017	78765	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,684.59
	Invoice		Date	Description		Amount
		02171712		02/24/2017	CS 021717	3,684.59
Check	02/27/2017	78766	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		26.00
	Invoice		Date	Description		Amount
		2017-00000745		02/24/2017	705 - UNITED WAY	26.00
Check	02/27/2017	78767	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		599.50
	Invoice		Date	Description		Amount
		2017-00000746		02/24/2017	543 - IAFF- FIRE DEPT	599.50
1BYPAYABLE 1st BY Accounts Payable Totals:						\$15,058.75
Transactions: 15						

Checks: 15 \$15,058.75

Prepared By:
 Maggie Dominguez
 Date: Maggie D.
2/27/17

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 02/27/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	02/27/2017	78753	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		406.14
		Invoice	Date	Description		Amount
		021717123	02/24/2017	CALIF CS 021717		406.14
Check	02/27/2017	78754	Accounts Payable	CHARGO PA , GURSTEL		52.21
		Invoice	Date	Description		Amount
		0217171	02/24/2017	021717 JS		52.21
Check	02/27/2017	78755	Accounts Payable	FOP/ALC		341.00
		Invoice	Date	Description		Amount
		2017-00000743	02/24/2017	714 - FOP/ALC		341.00
Check	02/27/2017	78756	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
		Invoice	Date	Description		Amount
		021717	02/24/2017	021717RP		50.00
Check	02/27/2017	78757	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		126.00
		Invoice	Date	Description		Amount
		021717	02/24/2017	021717 MB		126.00
Check	02/27/2017	78758	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		264.96
		Invoice	Date	Description		Amount
		0217174	02/24/2017	PSPRS ALT 021717		264.96
Check	02/27/2017	78759	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		157.50
		Invoice	Date	Description		Amount
		0217175	02/24/2017	LEGACY021717		157.50
Check	02/27/2017	78760	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2.26
		Invoice	Date	Description		Amount
		0217176	02/24/2017	EODCRS021717		2.26
Check	02/27/2017	78761	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		109.35
		Invoice	Date	Description		Amount

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 02/27/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	02/27/2017	78768	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		41,567.11
	Invoice		Date	Description		Amount
	02171798		02/27/2017	PSPRS PPE 021717		41,567.11
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		\$41,567.11
Checks:		1		\$41,567.11		

Prepared By:
Maggie Dominguez
 Date: Maggie D.
 C 2/27/17

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 96		\$63,126.18
Checks:		96		\$63,126.18		

Prepared By:
Maggie Dominguez
Date: Maggie D.
C 3/1/17

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/01/2017	78769	Accounts Payable	ACUNA , JOSE		165.00
	Invoice		Date	Description		Amount
		2017-00000776	03/01/2017	MISC REFUND/PROBATION cr2012-283		165.00
Check	03/01/2017	78770	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,000.00
	Invoice		Date	Description		Amount
		2017-00000797	02/28/2017	SALES TAX AUDITOR FOR FEBRUARY 2017		2,000.00
Check	03/01/2017	78771	Accounts Payable	ALSCO, INC		264.31
	Invoice		Date	Description		Amount
		LYUM1145090	02/21/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF FEBRUARY 2017		4.00
		LYUM1144768	02/21/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF FEBRUARY 2017		86.77
		LYUM1140756	02/07/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF FEBRUARY 2017		86.77
		LYUM1142793	02/14/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF FEBRUARY 2017		86.77
Check	03/01/2017	78772	Accounts Payable	ALTAMIRANO , VANESSA		165.00
	Invoice		Date	Description		Amount
		2017-00000753	03/01/2017	MISC REFUND/PROBATION TR2012-432		165.00
Check	03/01/2017	78773	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		55.71
	Invoice		Date	Description		Amount
		44477	02/27/2017	HYW USER 8356 EE180		55.71
Check	03/01/2017	78774	Accounts Payable	AVILEZ , RAMON A		165.00
	Invoice		Date	Description		Amount
		2017-00000787	03/01/2017	MISC REFUND/PROBATION cr2012000361		165.00
Check	03/01/2017	78775	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		303.00
	Invoice		Date	Description		Amount
		Y08108170216	02/21/2017	PAYMENT FOR INMATE LABOR PROJECT		303.00
Check	03/01/2017	78776	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		89.00
	Invoice		Date	Description		Amount
		Y08108-170216	02/21/2017	PAYMENT FOR INMATE TRANSPORTATION PROJECT		89.00
Check	03/01/2017	78777	Accounts Payable	BARRAGAN , DAVID EMANUEL		285.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						Amount
2017-00000783						285.00
Check	03/01/2017	78778	Accounts Payable	MISC REFUND/PROBATION CR2012-530	BASTIDAS GAMEZ , ARTURO ALONSO	616.00
Invoice						Amount
1						616.00
Check	03/01/2017	78779	Accounts Payable	BINATIONAL COORDINATOR SERVICES	BILL ALEXANDER FORD	725.74
Invoice						Amount
333503						46.51
333649						472.87
333687						94.18
333694						112.18
Check	03/01/2017	78780	Accounts Payable	HWY USER 2935 EE180	CABADA , CLAUDIA GABRIELA	405.00
Invoice						Amount
2017-00000754						405.00
Check	03/01/2017	78781	Accounts Payable	HWY USER 4344 EE180	CABALLERO , YOLANDA	165.00
Invoice						Amount
2017-00000765						165.00
Check	03/01/2017	78782	Accounts Payable	HWY USER 8356 EE180	CAMILLUS HEALTH CENTER	600.00
Invoice						Amount
2017-00000796						600.00
Check	03/01/2017	78783	Accounts Payable	HWY USER 4344 EE180	DRUG SCREEN TESTS FOR NEW HIRES/VOLUNTEERS/WC	3,340.29
Invoice						Amount
34337						3,340.29
Check	03/01/2017	78784	Accounts Payable	ADVERTISEMENT & PUBLICITY FOR MASCOTA MANIA EVENT	CELAYA , CARLOS , JR.	225.00
Invoice						Amount
2017-00000781						225.00
Check	03/01/2017	78785	Accounts Payable	MISC REFUND/PROBATION CR2012-524	CLEAR CHANNEL AIRPORTS	159.80
Invoice						Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		790521045		03/01/2017	AIRPORT DISPLAY MARCH2017	159.80
Check	03/01/2017	78786	Accounts Payable	DESERT WATER		9.96
	Invoice		Date	Description		Amount
		65969		02/21/2017	SIXTY (60) BULK GALS OF WATER FOR FD	9.96
Check	03/01/2017	78787	Accounts Payable	ENRIQUEZ , ALFREDO		105.00
	Invoice		Date	Description		Amount
		2017-00000755		03/01/2017	MISC REFUND/PROBATION TR2012-474	105.00
Check	03/01/2017	78788	Accounts Payable	ESPARZA , JOSE ARMANDO		165.00
	Invoice		Date	Description		Amount
		2017-00000763		03/01/2017	MISC REFUND/PROBATION CR2012-46	165.00
Check	03/01/2017	78789	Accounts Payable	FACTOR SALES, INC.		197.29
	Invoice		Date	Description		Amount
		1775		02/17/2017	PURCHASE OF BANNERS FOR COMIC CON EVENT	197.29
Check	03/01/2017	78790	Accounts Payable	FELIX , ALEXIS ORIGEL		485.00
	Invoice		Date	Description		Amount
		2017-00000774		03/01/2017	MISC REFUND/PROBATION CR2012-05	485.00
Check	03/01/2017	78791	Accounts Payable	FISHER CHEVROLET - PARTS		10.69
	Invoice		Date	Description		Amount
		453825		02/22/2017	BUILDING SAF 1521 EE180	10.69
Check	03/01/2017	78792	Accounts Payable	FRESH TERRA SERVICES LLC		295.00
	Invoice		Date	Description		Amount
		5684		02/20/2017	VW ANALYSIS REQUIRED TO COMPLY W/ ADEQ REGULATIONS (1ST QTR)	295.00
Check	03/01/2017	78793	Accounts Payable	GALLS, AN ARAMARK CO., LLC		1,615.78
	Invoice		Date	Description		Amount
		007019600		02/17/2017	UNIFORMS FOR FFS - 4-POCKET TROUSERS	573.33
		006995520		02/14/2017	UNIFORMS FOR FFS - 4-POCKET TROUSERS	1,042.45
Check	03/01/2017	78794	Accounts Payable	GARCIA , JESUS		100.00
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		000022517		02/25/2017	PAYMENT FOR MC SERVICES RENDERED FOR THE MASCOTA MANIA EVENT	100.00
Check	03/01/2017	78795	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		30.72
	Invoice		Date	Description		Amount
		5719468		02/08/2017	MEDICAL SUPPLIES FOR SLFD	30.72
Check	03/01/2017	78796	Accounts Payable	GUERRA , RUTH		400.00
	Invoice		Date	Description		Amount
		34		02/28/2017	INTERPRETATION SERVICES FOR COURT - 02/21/17-02/24/17	400.00
Check	03/01/2017	78797	Accounts Payable	GUERRERO , CARLOS ALBERTO		285.00
	Invoice		Date	Description		Amount
		2017-00000784		03/01/2017	MISC REFUND/PROBATION CR2012-155	285.00
Check	03/01/2017	78798	Accounts Payable	GUILLEN , ANTHONY JOSEPH		225.00
	Invoice		Date	Description		Amount
		2017-00000752		03/01/2017	MISC REFUND/PROBATION CR2012-440	225.00
Check	03/01/2017	78799	Accounts Payable	GUZMAN , FRANCISCA		100.00
	Invoice		Date	Description		Amount
		4/2017		02/22/2017	TRANSLATING SERVICES DURING COUNCIL MEETING - 02/22/17	50.00
		3/2017		02/08/2017	TRANSLATING SERVICES DURING COUNCIL MEETING - 02/08/17	50.00
Check	03/01/2017	78800	Accounts Payable	HAU , ALLEN ANTHONY		165.00
	Invoice		Date	Description		Amount
		2017-00000773		03/01/2017	MISC REFUND/PROBATION CR2012-15	165.00
Check	03/01/2017	78801	Accounts Payable	IMAGEWARE SYSTEMS INC		2,317.61
	Invoice		Date	Description		Amount
		SI022417A		02/24/2017	IWS LAW ENFORCEMENT SYSTEM/SUPPORT/MAINTENANCE	2,317.61
Check	03/01/2017	78802	Accounts Payable	JARIM , KEILAH KARIM		165.00
	Invoice		Date	Description		Amount
		2017-00000764		03/01/2017	MISC REFUND/PROBATION CR2012-64	165.00
Check	03/01/2017	78803	Accounts Payable	JAUREGUI , DIEGO		165.00
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2017-00000777		03/01/2017	MISC REFUND/PROBATION cr2012-26	165.00
Check	03/01/2017	78804	Accounts Payable	KALLEN , CID RIGEL		400.00
	Invoice		Date	Description		Amount
		0370		02/17/2017	ATTORNEY FEES	400.00
Check	03/01/2017	78805	Accounts Payable	KASID, B ADILIA		108.00
	Invoice		Date	Description		Amount
		KASID 030217		03/01/2017	TRAVEL - 2017 TRAINING COORDINATOR CONFERENCE	108.00
Check	03/01/2017	78806	Accounts Payable	LANDEROS , LEONARDO		165.00
	Invoice		Date	Description		Amount
		2017-00000770		03/01/2017	MISC REFUND/PROBATION CR2012-104	165.00
Check	03/01/2017	78807	Accounts Payable	LANGUAGE CONNECTION		225.00
	Invoice		Date	Description		Amount
		LC29028		02/13/2017	SPANISH INTERPRETATION	225.00
Check	03/01/2017	78808	Accounts Payable	LARA , CARLOS ALBERTO , JR.		165.00
	Invoice		Date	Description		Amount
		2017-00000750		03/01/2017	MISC REFUND/PROBATION CR2012-453	165.00
Check	03/01/2017	78809	Accounts Payable	LOMELI GARCIA , GILBERTO		205.00
	Invoice		Date	Description		Amount
		2017-00000788		03/01/2017	MISC REFUND/PROBATION CR201200274	205.00
Check	03/01/2017	78810	Accounts Payable	LOPEZ , PEDRO ANGEL		225.00
	Invoice		Date	Description		Amount
		2017-00000748		03/01/2017	MISC REFUND/PROBATION CR2012-460	225.00
Check	03/01/2017	78811	Accounts Payable	MARIN , RAFAEL		165.00
	Invoice		Date	Description		Amount
		2017-00000767		03/01/2017	MISC REFUND/PROBATION CR2012-70	165.00
Check	03/01/2017	78812	Accounts Payable	MARTINEZ , PEDRO		285.00
	Invoice		Date	Description		Amount
		2017-00000794		03/01/2017	MISC REFUND/PROBATION TR201200823	285.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/01/2017	78813	Accounts Payable	MATA , HUGO ALAN		165.00
	Invoice		Date	Description		Amount
		2017-00000782	03/01/2017	MISC REFUND/PROBATION CR2012-526		165.00
Check	03/01/2017	78814	Accounts Payable	MCDONALD , JULIE M		600.00
	Invoice		Date	Description		Amount
		02272	02/15/2017	ATTORNEY FEES		400.00
		02275	02/27/2017	ATTORNEY FEES		200.00
Check	03/01/2017	78815	Accounts Payable	MECHO'S MOBIL WELDING		2,850.00
	Invoice		Date	Description		Amount
		3673	02/22/2017	INSTALLATION OF METAL GATE AT FRIENDSHIP PARK		1,750.00
		3672	02/22/2017	PURCHASE OF DRILL SET NEEDED FOR THE PARKS DEPT.		220.00
		3671	02/22/2017	REPAIR OF TWO SOCCER POST AT JOE ORDUNO PARK		880.00
Check	03/01/2017	78816	Accounts Payable	MENDEZ , GISELL		225.00
	Invoice		Date	Description		Amount
		2017-00000766	03/01/2017	MISC REFUND/PROBATION CR2012-67		225.00
Check	03/01/2017	78817	Accounts Payable	MONTIEL , KARLA JEZABETH		165.00
	Invoice		Date	Description		Amount
		2017-00000761	03/01/2017	MISC REFUND/PROBATION CR2012-43		165.00
Check	03/01/2017	78818	Accounts Payable	MUNOZ , CRYSTAL		165.00
	Invoice		Date	Description		Amount
		2017-00000789	03/01/2017	MISC REFUND/PROBATION CR201200278		165.00
Check	03/01/2017	78819	Accounts Payable	MUNOZ , ORLANDO		165.00
	Invoice		Date	Description		Amount
		2017-00000757	03/01/2017	MISC REFUND/PROBATION CR202-483		165.00
Check	03/01/2017	78820	Accounts Payable	MURILLO , MARIA ANGELICA		165.00
	Invoice		Date	Description		Amount
		2017-00000793	03/01/2017	MISC REFUND/PROBATION CR2012-494		165.00
Check	03/01/2017	78821	Accounts Payable	NUNEZ , FRANCISCO		165.00
	Invoice		Date	Description		Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2017-00000775		03/01/2017	MISC REFUND/PROBATION cr2012-512	165.00
Check	03/01/2017	78822	Accounts Payable	O'REILLY AUTO PARTS		128.15
		Invoice		Date	Description	Amount
		2771-409684		02/17/2017	PURCHASE AIR, OIL, AND FUEL FILTERS FOR WATER DEPT#6432	97.67
		2771-404378		01/06/2017	PURCHASE AIR FILTER FOR WASTEWATER DEPT#4489	(19.92)
		2771-410411		02/23/2017	PURCHASE V-BELT FOR WATER DEPT#0934	37.80
		2771-410296		02/22/2017	PURCHASE V-BELT FOR WATER DEPT#0934	17.94
		2771-410412		02/23/2017	CREDIT	(5.34)
Check	03/01/2017	78823	Accounts Payable	OCHOA , BLANCA ROSA		405.00
		Invoice		Date	Description	Amount
		2017-00000786		03/01/2017	MISC REFUND/PROBATION CR2012-496	405.00
Check	03/01/2017	78824	Accounts Payable	PLATA , JOSE LUIS		165.00
		Invoice		Date	Description	Amount
		2017-00000785		03/01/2017	MISC REFUND/PROBATION CR2012-161	165.00
Check	03/01/2017	78825	Accounts Payable	POLY'S PARTY RENTALS, LLC		650.40
		Invoice		Date	Description	Amount
		022517		02/25/2017	RENTAL OF INFLATABLES FOR THE MASCOTA MANIA EVENT	650.40
Check	03/01/2017	78826	Accounts Payable	PROFESSIONAL PEST CONTROL LLC		45.00
		Invoice		Date	Description	Amount
		2349		02/23/2017	PEST CONTROL @BUSINESS INCUBATOR	45.00
Check	03/01/2017	78827	Accounts Payable	PURCELL TIRE CO.		665.80
		Invoice		Date	Description	Amount
		6896085		02/28/2017	PURCHASE TIRES FOR WASTEWATER DEPT# 6281	665.80
Check	03/01/2017	78828	Accounts Payable	QUINTERO , GERARDO		225.00
		Invoice		Date	Description	Amount
		2017-00000791		03/01/2017	MISC REFUND/PROBATION CR201200281	225.00
Check	03/01/2017	78829	Accounts Payable	RDO EQUIPMENT CO.		454.90
		Invoice		Date	Description	Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		P35292		01/23/2017	PURCHASE SEAL KIT PARKS#3616	511.68
		P17096		05/19/2016	CR MEMO	(56.78)
Check	03/01/2017	78830	Accounts Payable	REYES , ANTONIO D		405.00
		Invoice		Date	Description	Amount
		2017-00000778		03/01/2017	MISC REFUND/PROBATION cr2012-24	405.00
Check	03/01/2017	78831	Accounts Payable	ROCHIN , LAMBERTO		165.00
		Invoice		Date	Description	Amount
		2017-00000751		03/01/2017	MISC REFUND/PROBATION CR2012-452	165.00
Check	03/01/2017	78832	Accounts Payable	RODRIGUEZ , MARIA LUISA		165.00
		Invoice		Date	Description	Amount
		2017-00000771		03/01/2017	MISC REFUND/PROBATION CR2012-80	165.00
Check	03/01/2017	78833	Accounts Payable	ROLON , EDUARDO		285.00
		Invoice		Date	Description	Amount
		2017-00000768		03/01/2017	MISC REFUND/PROBATION CR2012-72	285.00
Check	03/01/2017	78834	Accounts Payable	ROMERO , ERIC DANIEL		165.00
		Invoice		Date	Description	Amount
		2017-00000779		03/01/2017	MISC REFUND/PROBATION cr2012-19	165.00
Check	03/01/2017	78835	Accounts Payable	ROSE , JESSICA ANN		285.00
		Invoice		Date	Description	Amount
		2017-00000780		03/01/2017	MISC REFUND/PROBATION CR2012-515	285.00
Check	03/01/2017	78836	Accounts Payable	SANCHEZ , MARLA GABRIELA		165.00
		Invoice		Date	Description	Amount
		2017-00000760		03/01/2017	MISC REFUND/PROBATION CR2012-37	165.00
Check	03/01/2017	78837	Accounts Payable	SANDATE , AMANDA MARIE		405.00
		Invoice		Date	Description	Amount
		2017-00000790		03/01/2017	MISC REFUND/PROBATION CR201200279	405.00
Check	03/01/2017	78838	Accounts Payable	SIGN MASTERS		168.58
		Invoice		Date	Description	Amount

City of San Luis
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 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		41237		02/22/2017	PURCHASE DECALS FOR RECREATION DEPT#0449	168.58
Check	03/01/2017	78839	Accounts Payable	SIMON'S D ROOFING LLC		2,800.00
	Invoice		Date	Description		Amount
		1881		02/21/2017	REPAIR AND REPLACES PARTS OF AQUATIC CENTER ROOF	2,800.00
Check	03/01/2017	78840	Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES		548.68
	Invoice		Date	Description		Amount
		0287809-IN		02/03/2017	FINGERPRINTING/TEST KITS FOR EVIDENCE AND RECORDS	548.68
Check	03/01/2017	78841	Accounts Payable	TORRES , CRISTIAN		70.00
	Invoice		Date	Description		Amount
		653183		02/25/2017	RENTAL OF TABLES & CHAIRS FOR MASCOTA MANIA EVENT	70.00
Check	03/01/2017	78842	Accounts Payable	TORRES , EFRAIN ALEXANDER		165.00
	Invoice		Date	Description		Amount
		2017-00000762		03/01/2017	MISC REFUND/PROBATION CR2012-55	165.00
Check	03/01/2017	78843	Accounts Payable	TORRES , MARY LU		225.00
	Invoice		Date	Description		Amount
		2017-00000792		03/01/2017	MISC REFUND/PROBATION CR2012-492	225.00
Check	03/01/2017	78844	Accounts Payable	TORRES, JENNY		127.26
	Invoice		Date	Description		Amount
		TORRES 030217		03/01/2017	TRAVEL - AGROBAJA EVENT	127.26
Check	03/01/2017	78845	Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC		403.00
	Invoice		Date	Description		Amount
		201701001962		01/31/2017	JANUARY BACKGROUND CHECKS FOR NEW HIRES AND VOLUNTEERS	403.00
Check	03/01/2017	78846	Accounts Payable	URIAS , RAYMOND		216.66
	Invoice		Date	Description		Amount
		SL2017-02		01/23/2017	LEGAL SERVICES FOR THE CITY CLERK'S OFFICE	100.00
		SL2017-01		01/23/2017	LEGAL SERVICES FOR THE CITY CLERK'S OFFICE	116.66
Check	03/01/2017	78847	Accounts Payable	V & V ELECTRIC LLC		490.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						Amount
776						490.00
02/23/2017						
PURCHASE AND INSTALL OF WATER HEATER FOR FLEET SHOP						170.00
Check	03/01/2017	78848	Accounts Payable	VALTIERRA , CHRISTIAN		
Invoice						Amount
2017-00000758						170.00
03/01/2017						
MISC REFUND/PROBATION CR2012165						165.00
Check	03/01/2017	78849	Accounts Payable	VASQUEZ , JESUS		
Invoice						Amount
2017-00000772						165.00
03/01/2017						
MISC REFUND/PROBATION TR2012-19						165.00
Check	03/01/2017	78850	Accounts Payable	VASQUEZ , RICARDO		
Invoice						Amount
2017-00000749						165.00
03/01/2017						
MISC REFUND/PROBATION CR2012-459						165.00
Check	03/01/2017	78851	Accounts Payable	VAZQUEZ , YESENIA		
Invoice						Amount
2017-00000759						165.00
03/01/2017						
MISC REFUND/PROBATION CR2012-36						165.00
Check	03/01/2017	78852	Accounts Payable	VENTURA , IGNACIO FELIX		
Invoice						Amount
2017-00000769						165.00
03/01/2017						
MISC REFUND/PROBATION CR2012-71						165.00
Check	03/01/2017	78853	Accounts Payable	VILLA , CARLOS ALBERTO		
Invoice						Amount
2017-00000756						165.00
03/01/2017						
MISC REFUND/PROBATION CR2012-475						3,216.43
Check	03/01/2017	78854	Accounts Payable	WAXIE SANITARY SUPPLY		
Invoice						Amount
76523648						932.19
02/17/2017						
JANITORIAL SUPPLIES						40.92
76524705						
02/17/2017						
SUPPLIES FOR ROUTINE MAINTENANCE F/ HU CREW/INMATES						2,243.32
76523650						
02/17/2017						
SUPPLIES FOR ROUTINE MAINTENANCE F/ HU CREW/INMATES						190.00
Check	03/01/2017	78855	Accounts Payable	WESTERN SUN SYSTEMS, INC		
Invoice						Amount
30824						190.00
02/24/2017						
CHECKED DOOR BY EVIDENCE ROOM						

City of San Luis
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 Batch Date: 03/01/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/01/2017	78856	Accounts Payable	WILLDAN FINANCIAL SERVICES		17,570.00
	Invoice		Date	Description		Amount
		010-32993	12/22/2016	WATER/WW/SW ANALYSIS (UTILITY RATE STUDY)		9,570.00
		010-33586	02/14/2017	ECONOMIC IMPACT ANALYSIS		8,000.00
Check	03/01/2017	78857	Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.		1,071.07
	Invoice		Date	Description		Amount
		1757164	02/14/2017	THIRTEEN (13) TACTICAL RED 8100 BAG, FIRE RED		1,071.07
Check	03/01/2017	78858	Accounts Payable	YOUNG PEST CONTROL LLC		510.00
	Invoice		Date	Description		Amount
		2017-00000798	02/22/2017	PEST CONTROL SERVICES FOR FEBRUARY 2017 FOR VARIOUS DEPARTMENTS		510.00
Check	03/01/2017	78859	Accounts Payable	YUMA COUNTY PUBLIC HEALTH		176.00
	Invoice		Date	Description		Amount
		A170205	09/09/2016	HEP B VACCINES		176.00
Check	03/01/2017	78860	Accounts Payable	YUMA NURSERY SUPPLY		175.65
	Invoice		Date	Description		Amount
		296472	02/20/2017	PURCHASE OF OTHER SUPPLIES AND WATER GALLONS FOR PARKS DEPT.		175.65
Check	03/01/2017	78861	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		846.42
	Invoice		Date	Description		Amount
		10437	02/16/2017	PRINTING PARKING NOTICES		846.42
Check	03/01/2017	78862	Accounts Payable	YUMA REGIONAL MEDICAL CENTER		450.00
	Invoice		Date	Description		Amount
		3286	01/18/2017	QUARTERLY HEALTHY WORKFORCE FEE		450.00
Check	03/01/2017	78863	Accounts Payable	YUMA WINNELSON CO.		4,638.28
	Invoice		Date	Description		Amount
		281141 00	02/15/2017	MATERIAL TO REPLACE/NEW INSTALLATIONS IN WATER DIST. SYSTEM		4,638.28
Check	03/01/2017	78864	Accounts Payable	ZARAGOZA, GERARDO		120.00
	Invoice		Date	Description		Amount
		2017-00000795	03/01/2017	EXPLORERS EVENT - MIDNIGHT AT OASIS CAR SHOW		120.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/02/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	17-376			03/01/2017	REIMBURSEMENT - TOWING SERVICE - RELEASE OF VEHICLE	80.00
Check	03/02/2017	78881	Accounts Payable	QUINONEZ , FRANCISCO		1,450.00
	Invoice		Date	Description		Amount
	03124		02/15/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		100.00
	2658		02/08/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	02712		02/09/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		150.00
	2748		02/09/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	2803		02/10/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	2820		02/10/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	2828		02/10/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	2845		02/11/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	3082		02/14/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	3335		02/17/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	3380		02/18/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	03527		02/20/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	3602		02/21/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	3696		02/23/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	03738		02/23/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	3770		02/23/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	3894		02/25/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
	4004		02/27/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
Check	03/02/2017	78882	Accounts Payable	RAMIREZ , KASSANDRA		104.00
	Invoice		Date	Description		Amount
	RAMIREZ 030817		03/01/2017	TRAVEL - NATIONAL SUMMIT TIMECLOCK TRAINING 2017		104.00
Check	03/02/2017	78883	Accounts Payable	VELEZ CONSULTING SERVICES		2,307.50
	Invoice		Date	Description		Amount
	2017-00000806		03/02/2017	CONSULTING SERVICES FOR THE WEEK OF FEBRUARY 22, 2017		877.50
	2017-00000807		03/02/2017	CONSULTING SERVICES FOR THE WEEK OF FEBRUARY 29, 2017		1,430.00

1BYPAYABLE 1st BY Accounts Payable Totals:

Transactions: 19

\$15,377.81

Checks: 19 \$15,377.81

Prepared By:
 Maggie Dominguez
 Date: *Maggie D.* 3/2/17

User: Margarita Dominguez

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City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/02/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/02/2017	78865	Accounts Payable	ABUNDIZ, KARINA		15.00
	Invoice		Date	Description		Amount
		1778	03/01/2017	REIMBURSEMENT - WINTER BASKETBALL		15.00
Check	03/02/2017	78866	Accounts Payable	ALSCO, INC		458.45
	Invoice		Date	Description		Amount
		LYUM1140747	02/07/2017	UNIFORM SERVICES FOR UTILITIES		26.52
		LYUM1142784	02/14/2017	UNIFORM SERVICES FOR UTILITIES		18.58
		LYUM1144759	02/22/2017	UNIFORM SERVICES FOR UTILITIES		18.58
		LYUM1146735	02/28/2017	UNIFORM SERVICES FOR UTILITIES		18.58
		LYUM1140757	02/07/2017	UNIFORM SERVICES FOR FACILITIES		64.62
		LYUM1142794	02/14/2017	UNIFORM SERVICES FOR FACILITIES		64.62
		LYUM1144769	02/21/2017	UNIFORM SERVICES FOR FACILITIES		64.62
		LYUM1140758	02/07/2017	UNIFORM SERVICES FOR FLEET SERVICES		44.78
		LYUM1142795	02/14/2017	UNIFORM SERVICES FOR FLEET SERVICES		44.78
		LYUM1144770	02/21/2017	UNIFORM SERVICES FOR FLEET SERVICES		50.15
		LYUM1146746	02/28/2017	UNIFORM SERVICES FOR FLEET SERVICES		42.62
Check	03/02/2017	78867	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		850.00
	Invoice		Date	Description		Amount
		17-376	03/01/2017	TOWING SERVICE - RELEASE OF VEHICLE		100.00
		17-3693	02/22/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
		17-3709	02/23/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
		17-3898	02/25/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
		17-3983	02/26/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
		17-3144	02/15/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
		17-3238	02/16/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		150.00
		17-3354	02/18/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
		17-3475	02/20/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
		17-3560	02/21/2017	TOWING SERVICES FOR IMPOUNDED VEHICLES		75.00
Check	03/02/2017	78868	Accounts Payable	ARANDA, MANUEL		340.00
	Invoice		Date	Description		Amount

City of San Luis
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2017-00000802		03/01/2017	HI BENEFIT SUPPLEMENT - DECEMBER 2016	170.00
		2017-00000803		03/01/2017	HI BENEFIT SUPPLEMENT - JANUARY 2017	170.00
Check	03/02/2017	78869	Accounts Payable	AUTOZONE STORES, INC		744.46
	Invoice		Date	Description		Amount
		2756600966	02/02/2017	PD 3290 EE180		44.99
		2756601313	02/02/2017	PD 3290 EE180		74.78
		2756602406	02/03/2017	PD 3290 EE180		16.16
		2756605535	02/06/2017	PD 3276 EE180		6.33
		2756605411	02/06/2017	FIRE 6533 EE180		11.26
		2756614168	02/14/2017	PD 0055 EE180		47.95
		2756615296	02/15/2017	WATER 8025 EE180		10.70
		2756614985	02/15/2017	COURT 5346 EE180		11.64
		2756615974	02/16/2017	WW 4834 EE180		29.13
		2756615952	02/16/2017	FIRE 5571 EE180		25.83
		2756616195	02/16/2017	CREDIT		(42.25)
		2756616857	02/17/2017	WATER 2933 EE180		9.92
		2756616937	02/17/2017	WATER 2487 EE180		19.91
		2756617080	02/17/2017	WATER 8302 EE180		10.70
		2756616907	02/17/2017	PD 0223 EE180		87.46
		2756621216	02/21/2017	PD 0223 EE180		12.72
		2756622401	02/22/2017	WATER 0934 EE180		10.23
		2756623357	02/23/2017	CREDIT		(10.23)
		2756622554	02/22/2017	PD 4012 EE180		9.51
		2756622410	02/22/2017	PD 4625 EE180		75.36
		2756623330	02/23/2017	HWY USER 1844 EE180		24.72
		2756623556	02/23/2017	HWY USER 1844 EE180		87.16
		2756628491	02/27/2017	PD 0570 EE180		170.48
		2756628492	02/27/2017	CREDIT		(170.48)
		2756629305	02/28/2017	PD 5501 EE180		170.48
Check	03/02/2017	78870	Accounts Payable	CENTURYLINK		815.00
	Invoice		Date	Description		Amount
		1401571868	02/15/2017	COPPER SERVICE AT THE BUSINESS INCUBATOR		815.00
Check	03/02/2017	78871	Accounts Payable	DE LA HOYA , TADEO		304.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						Amount
DELAHOYA 030617						304.00
Check	03/02/2017	78872	Accounts Payable	DESERT VALLEY SERVICES, INC		679.96
Invoice						Amount
403265						(79.45)
403943						759.41
Check	03/02/2017	78873	Accounts Payable	DUMADAG , JONATHAN		104.00
Invoice						Amount
DUMADAG 030817						104.00
Check	03/02/2017	78874	Accounts Payable	KANAWHA INSURANCE CO.		366.08
Invoice						Amount
2017-00000801						366.08
Check	03/02/2017	78875	Accounts Payable	LAZO, MARIA J		300.00
Invoice						Amount
2017-00000804						150.00
2017-00000805						150.00
Check	03/02/2017	78876	Accounts Payable	NEW YORK LIFE INSURANCE CO.		338.24
Invoice						Amount
2017-00000799						169.12
2017-00000800						169.12
Check	03/02/2017	78877	Accounts Payable	O'REILLY AUTO PARTS		2,334.71
Invoice						Amount
2771-407897						75.86
2771-408245						74.86
2771-408296						145.50
2771-408361						44.27
2771-408386						289.32
2771-408511						14.77
2771-408512						22.84
2771-408633						4.49

City of San Luis
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2771-408677	02/09/2017	PD 3290 EE328		8.27
		2771-409134	02/13/2017	PD 7432 EE180		5.39
		2771-409136	02/13/2017	PD 4625 EE610		90.55
		2771-409266	02/14/2017	PD 1745 EE328		4.97
		2771-409272	02/14/2017	PD 4625 EE610		217.50
		2771-409277	02/14/2017	FLEET 2104 EE610		174.39
		2771-409280	02/14/2017	FLEET 1172 EE610		85.43
		2771-409295	02/14/2017	BUILDN SAFETY 1521 EE610		106.78
		2771-409412	02/15/2017	WATER 6055 EE180		263.42
		2771-409503	02/16/2017	CREDIT		(128.38)
		2771-409411	02/15/2017	PARKS 3031 EE160		263.42
		2771-409504	02/16/2017	CREDIT		(128.38)
		2771-409369	02/15/2017	PARKS 0987 EE610		36.61
		2771-409370	02/15/2017	PD 4625 EE610		34.38
		2771-409517	02/16/2017	HYW USER 5204 EE610		35.67
		2771-409500	02/16/2017	PD 4625 EE610		25.26
		2771-409666	02/17/2017	WW 8771 EE180		8.85
		2771-409699	02/17/2017	PD 4625 EE610		46.95
		2771-409700	02/17/2017	YOUTH 0449 EE610		74.17
		2771-410174	02/21/2017	PD 0223 EE610		63.13
		2771-410191	02/21/2017	PD 4625 EE610		63.07
		2771-410168	02/21/2017	WW 6281 EE610		22.84
		2771-410276	02/22/2017	PD 3205 EE610		4.09
		2771-410426	02/23/2017	HWY 3580 EE610		123.67
		2771-410570	02/24/2017	PD 2916 EE610		19.82
		2771-410583	02/24/2017	WATER 4833 EE610		24.23
		2771-410581	02/24/2017	ADMIN 3779 EE610		26.24
		2771-410569	02/24/2017	HWY 2935 EE610		28.73
		2771-411028	02/27/2017	HWY 8356 EE610		52.78
		2771-411142	02/28/2017	PD 7759 EE610		8.95
Check	03/02/2017	78878	Accounts Payable	O'REILLY AUTO PARTS		94.95
		Invoice	Date	Description		Amount
		2017-00000808	03/02/2017	PURCHASE CLASSEVAP CODE DIAGNOSIS FOR JAIME RUIZ		94.95
Check	03/02/2017	78879	Accounts Payable	OFFICE DEPOT		3,691.46

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						Amount
		884078776001	01/11/2017	CREDIT		(172.66)
		897213637001	01/23/2017	CREDIT		(100.76)
		897209465001	01/23/2017	CREDIT		(18.99)
		895629636001	01/19/2017	OFFICE SUPPLIES FOR DDS		489.12
		895629953001	01/19/2017	OFFICE SUPPLIES FOR DDS		14.01
		897591186001	01/25/2017	ORDER OFFICE EQUIPMENT FOR FACILITIES OFFICE		73.08
		897383192001	01/25/2017	OFFICE SUPPLIES FOR CITY ATTORNEY		18.99
		897382916001	01/25/2017	OFFICE SUPPLIES FOR CITY ATTORNEY		154.58
		8972190000001	01/24/2017	OFFICE SUPPLIES FOR WW		73.29
		897220149001	01/24/2017	OFFICE SUPPLIES FOR PW		97.98
		894518546001	01/19/2017	OFFICE SUPPLIES FOR ADMIN		61.23
		897383191001	01/25/2017	OFFICE SUPPLIES FOR CITY ATTORNEY		49.26
		899640410001	02/02/2017	OFFICE SUPPLIES FOR FINANCE		281.38
		901026442001	02/07/2017	OFFICE SUPPLIES FOR FLEET/FACILITIES		40.71
		901016378001	02/07/2017	OFFICE SUPPLIES FOR FLEET/FACILITIES		506.48
		899743325001	02/03/2017	OFFICE SUPPLIES FOR POLICE		44.76
		899743121001	02/03/2017	OFFICE SUPPLIES FOR POLICE		465.16
		899240142001	02/06/2017	OFFICE SUPPLIES FOR AQUATIC CENTER		13.75
		899245951001	02/06/2017	OFFICE SUPPLIES FOR CULTURAL CENTER		58.72
		899239653001	02/06/2017	OFFICE SUPPLIES FOR AQUATIC CENTER		123.55
		901133427001	02/08/2017	OFFICE SUPPLIES FOR CITY ATTORNEY		173.75
		900132419001	02/08/2017	OFFICE SUPPLIES FOR BUILDING SAFETY		230.73
		901144558001	02/08/2017	OFFICE SUPPLIES FOR HR		32.57
		901144423001	02/08/2017	OFFICE SUPPLIES FOR HR		236.24
		899260492001	02/07/2017	OFFICE SUPPLIES FOR YOUTH CENTER		34.88
		899260493001	02/03/2017	OFFICE SUPPLIES FOR YOUTH CENTER		20.26
		899240143001	02/06/2017	OFFICE SUPPLIES FOR AQUATIC CENTER		21.11
		899260387001	02/06/2017	OFFICE SUPPLIES FOR YOUTH CENTER		150.40
		905902491001	02/14/2017	OFFICE SUPPLIES FOR IT DEPT		167.84
		905902490001	02/14/2017	OFFICE SUPPLIES FOR IT DEPT		350.04
Check	03/02/2017	78880	Accounts Payable	ORTIZ , LETICIA		80.00
Invoice						Amount

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 03/02/2017

Prepared By:
Maggie Dominguez
Date: 3/2/17

City of San Luis
Payment Batch Register
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 03/02/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/02/2017	78886	Accounts Payable	WILDERNESS TACTICAL PRODUCTS, LLC.		1,246.04
		Invoice	Date	Description		Amount
		-11053	01/10/2017	UNIFORM WILDERNESS INSTRUCTOR BELTS FOR PART-TIMERS		1,246.04
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		\$1,246.04
Checks:		1			\$1,246.04	

Prepared By:
Maggie Dominguez
Date: *Maggie D.*
C 3/2/17

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/06/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
		2017-00000823	03/06/2017	MISC REFUND/PROBATION CR2013-178		165.00
Check	03/06/2017	78934	Accounts Payable	VALENZUELA, CARLOS OMAR		255.00
	Invoice		Date	Description		Amount
		2017-00000835	03/06/2017	MISC REFUND/PROBATION CR2013-71		255.00
Check	03/06/2017	78935	Accounts Payable	VALENZUELA, SAMUEL		165.00
	Invoice		Date	Description		Amount
		2017-00000837	03/06/2017	MISC REFUND/PROBATION CR2013-30		165.00
Check	03/06/2017	78936	Accounts Payable	VIZCARRA, IRMA		165.00
	Invoice		Date	Description		Amount
		2017-00000828	03/06/2017	MISC REFUND/PROBATION CR2013-115		165.00
Check	03/06/2017	78937	Accounts Payable	YEOMANS, FRANCISCA		165.00
	Invoice		Date	Description		Amount
		2017-00000829	03/06/2017	MISC REFUND/PROBATION CR2013-114		165.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 51		\$14,564.99
Checks:		51		\$14,564.99		

Prepared By:
 Maggie Dominguez
 Date: Maggie D.
C 3/6/17

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/06/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/06/2017	78887	Accounts Payable	ANGULO , ADRIAN JOSE		165.00
	Invoice		Date	Description		Amount
		2017-00000839	03/06/2017	MISC REFUND/PROBATION CR2013-14		165.00
Check	03/06/2017	78888	Accounts Payable	ATAYDE , RAMIRO		165.00
	Invoice		Date	Description		Amount
		2017-00000845	03/06/2017	MISC REFUND/PROBATION CR2012-215		165.00
Check	03/06/2017	78889	Accounts Payable	BADUQUI , DORIS E		225.00
	Invoice		Date	Description		Amount
		2017-00000847	03/06/2017	MISC REFUND/PROBATION CR2012-212		225.00
Check	03/06/2017	78890	Accounts Payable	BADUQUI , JESSICA		225.00
	Invoice		Date	Description		Amount
		2017-00000846	03/06/2017	MISC REFUND/PROBATION CR2012-213		225.00
Check	03/06/2017	78891	Accounts Payable	BANUELO , GUADALUPE		165.00
	Invoice		Date	Description		Amount
		2017-00000842	03/06/2017	MISC REFUND/PROBATION CR2012-233		165.00
Check	03/06/2017	78892	Accounts Payable	BARAJAS , ROBERTO		225.00
	Invoice		Date	Description		Amount
		2017-00000819	03/06/2017	MISC REFUND/PROBATION TR2013-139		225.00
Check	03/06/2017	78893	Accounts Payable	BETANCOURT , ARELI		105.00
	Invoice		Date	Description		Amount
		2017-00000821	03/06/2017	MISC REFUND/PROBATION CR2013-150		105.00
Check	03/06/2017	78894	Accounts Payable	BURKE , BILL		165.00
	Invoice		Date	Description		Amount
		2017-00000844	03/06/2017	MISC REFUND/PROBATION CR2012-216		165.00
Check	03/06/2017	78895	Accounts Payable	CAZAREZ , RICARDO		305.00
	Invoice		Date	Description		Amount
		2017-00000855	03/06/2017	MISC REFUND/PROBATION CR2012-271		305.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/06/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/06/2017	78896	Accounts Payable	CENTURYLINK		4,445.95
	Invoice		Date	Description		Amount
		2017-00000810	03/06/2017	LOCAL PHONE SERVICE - FEBRUARY 2017		4,445.95
Check	03/06/2017	78897	Accounts Payable	CENTURYLINK		224.14
	Invoice		Date	Description		Amount
		2017-00000811	03/06/2017	LONG DISTANCE PHONE SERVICE - JANUARY 2017		224.14
Check	03/06/2017	78898	Accounts Payable	CERVANTES , ERICK		65.00
	Invoice		Date	Description		Amount
		2017-00000858	03/06/2017	MISC REFUND/PROBATION CR2012-250		65.00
Check	03/06/2017	78899	Accounts Payable	CERVANTES , YESSICA		165.00
	Invoice		Date	Description		Amount
		2017-00000860	03/06/2017	MISC REFUND/PROBATION CR2012-28		165.00
Check	03/06/2017	78900	Accounts Payable	DOMINGUEZ , SERGIO		285.00
	Invoice		Date	Description		Amount
		2017-00000813	03/06/2017	MISC REFUND/PROBATION TR2013-181		285.00
Check	03/06/2017	78901	Accounts Payable	FELIX , MISAEL		165.00
	Invoice		Date	Description		Amount
		2017-00000814	03/06/2017	MISC REFUND/PROBATION CR2013-191		165.00
Check	03/06/2017	78902	Accounts Payable	GARCIA , DIANA M		130.00
	Invoice		Date	Description		Amount
		2017-00000816	03/06/2017	MISC REFUND/PROBATION CR2013-686		130.00
Check	03/06/2017	78903	Accounts Payable	GARCIA , JOSE ALFREDO		295.00
	Invoice		Date	Description		Amount
		2017-00000856	03/06/2017	MISC REFUND/PROBATION TR2012-257		295.00
Check	03/06/2017	78904	Accounts Payable	GARCIA , JOSUHE		405.00
	Invoice		Date	Description		Amount
		2017-00000825	03/06/2017	MISC REFUND/PROBATION CR2013-124		405.00
Check	03/06/2017	78905	Accounts Payable	GARCIA , SHERRY TANAIKY		215.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/06/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						Amount
2017-00000822						215.00
Check	03/06/2017	78906	Accounts Payable	GONZALEZ , YANABETH		405.00
Invoice						Amount
2017-00000854						405.00
Check	03/06/2017	78907	Accounts Payable	JAUREGUI , DIEGO		165.00
Invoice						Amount
2017-00000849						165.00
Check	03/06/2017	78908	Accounts Payable	LOPEZ , GERARDO		165.00
Invoice						Amount
2017-00000812						165.00
Check	03/06/2017	78909	Accounts Payable	LOPEZ , JORGE MANUEL		165.00
Invoice						Amount
2017-00000820						165.00
Check	03/06/2017	78910	Accounts Payable	LOPEZ , JUAN CARLOS		165.00
Invoice						Amount
2017-00000830						165.00
Check	03/06/2017	78911	Accounts Payable	MEDINA , ARTURO ARMANDO		285.00
Invoice						Amount
2017-00000857						285.00
Check	03/06/2017	78912	Accounts Payable	MENCHACA , VICENTE		285.00
Invoice						Amount
2017-00000831						285.00
Check	03/06/2017	78913	Accounts Payable	MOLINA , SERGIO ALBERTO		225.00
Invoice						Amount
2017-00000859						225.00
Check	03/06/2017	78914	Accounts Payable	MUNOZ , CRYSTAL		285.00
Invoice						Amount

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/06/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2017-00000838		03/06/2017	MISC REFUND/PROBATION CR2013-24	285.00
Check	03/06/2017	78915	Accounts Payable	NAVARRO , GUSTAVO , JR.		165.00
	Invoice		Date	Description		Amount
		2017-00000833		03/06/2017	MISC REFUND/PROBATION CR2013-90	165.00
Check	03/06/2017	78916	Accounts Payable	NAVARRO , JESUS		165.00
	Invoice		Date	Description		Amount
		2017-00000836		03/06/2017	MISC REFUND/PROBATION CR2013-47	165.00
Check	03/06/2017	78917	Accounts Payable	OCHOA , FRANCISCO		165.00
	Invoice		Date	Description		Amount
		2017-00000826		03/06/2017	MISC REFUND/PROBATION CR2013-210	165.00
Check	03/06/2017	78918	Accounts Payable	PACHECO , CRISTAL		165.00
	Invoice		Date	Description		Amount
		2017-00000817		03/06/2017	MISC REFUND/PROBATION CR2013-129	165.00
Check	03/06/2017	78919	Accounts Payable	REYES , ADAN		225.00
	Invoice		Date	Description		Amount
		2017-00000824		03/06/2017	MISC REFUND/PROBATION CR2013-176	225.00
Check	03/06/2017	78920	Accounts Payable	REYES , ADOLFO		165.00
	Invoice		Date	Description		Amount
		2017-00000848		03/06/2017	MISC REFUND/PROBATION CR2012-208	165.00
Check	03/06/2017	78921	Accounts Payable	RIOS , JORDAN EDUARDO		165.00
	Invoice		Date	Description		Amount
		2017-00000851		03/06/2017	MISC REFUND/PROBATION CR2012-407	165.00
Check	03/06/2017	78922	Accounts Payable	RIVERA , CRYSTAL JEANETTE		165.00
	Invoice		Date	Description		Amount
		2017-00000834		03/06/2017	MISC REFUND/PROBATION CR2013-76	165.00
Check	03/06/2017	78923	Accounts Payable	RODRIGUEZ , JOSE ARNOLFO		165.00
	Invoice		Date	Description		Amount
		2017-00000815		03/06/2017	MISC REFUND/PROBATION CR2013-209	165.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/06/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/06/2017	78924	Accounts Payable	ROJO , GUADALUPE		165.00
	Invoice		Date	Description		Amount
		2017-00000843	03/06/2017	MISC REFUND/PROBATION CR2012-219		165.00
Check	03/06/2017	78925	Accounts Payable	RUIZ , DAVID		165.00
	Invoice		Date	Description		Amount
		2017-00000850	03/06/2017	MISC REFUND/PROBATION CR2012-197		165.00
Check	03/06/2017	78926	Accounts Payable	SALAS , PEDRO A		165.00
	Invoice		Date	Description		Amount
		2017-00000841	03/06/2017	MISC REFUND/PROBATION CR2013-05		165.00
Check	03/06/2017	78927	Accounts Payable	SALINAS , JESUS OSCAR , JR.		405.00
	Invoice		Date	Description		Amount
		2017-00000832	03/06/2017	MISC REFUND/PROBATION CR2013-93		405.00
Check	03/06/2017	78928	Accounts Payable	SANCHEZ , CARLOS ALBERTO		55.10
	Invoice		Date	Description		Amount
		2017-00000852	03/06/2017	MISC REFUND/PROBATION CR2012-287		55.10
Check	03/06/2017	78929	Accounts Payable	SILVA , KEVIN ADAN		165.00
	Invoice		Date	Description		Amount
		2017-00000818	03/06/2017	MISC REFUND/PROBATION CR2013-144		165.00
Check	03/06/2017	78930	Accounts Payable	TORRES , EFRAIN ALEXANDER		225.00
	Invoice		Date	Description		Amount
		2017-00000840	03/06/2017	MISC REFUND/PROBATION CR2013-08		225.00
Check	03/06/2017	78931	Accounts Payable	TORRES , JULIAN		165.00
	Invoice		Date	Description		Amount
		2017-00000853	03/06/2017	MISC REFUND/PROBATION CR2012-185		165.00
Check	03/06/2017	78932	Accounts Payable	ULLOA , JESUS E		309.80
	Invoice		Date	Description		Amount
		2017-00000827	03/06/2017	MISC REFUND/PROBATION CR2013-555		309.80
Check	03/06/2017	78933	Accounts Payable	VALENCIA , JOCELYN GISEL		165.00

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/07/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/07/2017	78938	Accounts Payable	ALONSO , FRANCIA		167.00
	Invoice		Date	Description		Amount
		ALONSO 030717	03/06/2017	TRAVEL - BASIC PUBLIC INFORMATION OFFICER TRAINING		167.00
Check	03/07/2017	78939	Accounts Payable	GONZALEZ , ANDREI		162.00
	Invoice		Date	Description		Amount
		GONZALEZ 030617	03/06/2017	TRAVEL - ROCKWELL AUTOMATION ON THE MOVE		162.00
Check	03/07/2017	78940	Accounts Payable	ROJAS, MANUEL		162.00
	Invoice		Date	Description		Amount
		ROJAS 030717	03/06/2017	TRAVEL - ROCKWELL AUTOMATION ON THE MOVE		162.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 3		\$491.00
Checks: 3				\$491.00		

Prepared By:
 Maggie Dominguez
 Date: Maggie D.
3/7/17



Pay Day Register

Pay Date Range 02/18/17 - 03/03/17

Pay Batch 201705

U.S. MEX DENTAL - EE &	465.52
U.S. MEX DENTAL - EE &	84.64
UNITED WAY	26.00
US & MEX DENTAL= FAMILY	686.92
US & MEX HEALTH = C	5,992.00
US & MEX HEALTH = FAMILY	5,041.30
US & MEX HEALTH = SP	1,198.40
VSP - VISION FAMILY	602.55
Net	<u>\$259,912.34</u> ✓

.00	POLICE OFFICERS	3,984.29	90,965.10
.00	RECREATION- ALL EMPLOYEES/	163.06	11,902.97
.00	SEWAGE DISPOSAL/ PLANT	559.98	16,278.17
.00	Street or Road Construction	1,214.85	15,128.83
.00	WATERWORKS OPERATIONS	494.03	14,237.03
.00	Total	<u>\$10,823.47</u>	

Direct Deposits	Amount
1st Bank Yuma	21,525.09
Bank of America	400.00
Chase Bank	105,000.34
CHASE BANK CA	2,097.44
CHASE BANK MORGAN	1,296.80
chase bank somerton	1,869.10
chase centro	639.53
Federal Credit Union	32,497.86
FEDERAL CREDIT UNION DS	1,198.24
FIRST CREDIT UNION	2,536.88
HUGHES FCU	100.00
National Bank	1,395.53
Navy Federal	4,641.01
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	973.82
PNC BANK	40.00
Sunbank	100.00
THE FOOTHILLS BANK	1,296.41
WASHINGTON FEDERAL	3,498.56
Wells Fargo	52,975.88
WELLS FARGO CA	553.09
Total	<u>\$234,755.58</u>

Check \$25,156.76

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/09/2017	78941	Accounts Payable	CORREA, JUAN		100.00
	Invoice		Date	Description		Amount
		CORREA 030917	03/09/2017	REIMBURSEMENT - STEEL TOE BOOTS		100.00
Check	03/09/2017	78942	Accounts Payable	GUZMAN, JOSE A		91.00
	Invoice		Date	Description		Amount
		GUZMAN 030917	03/09/2017	TRAVEL - AICP EXAMINATION PREPARATION COURSE		91.00
Check	03/09/2017	78943	Accounts Payable	HERNANDEZ, IBETT		108.00
	Invoice		Date	Description		Amount
		HERNANDEZ 030917	03/09/2017	TRAVEL - ASU SEMINAR - AVOID SOCIAL/ORG TRAPS		108.00
Check	03/09/2017	78944	Accounts Payable	MILLER, DAMIAN		199.00
	Invoice		Date	Description		Amount
		MILLER 031217	03/09/2017	TRAVEL - BASIC SUPERVISION		199.00
Check	03/09/2017	78945	Accounts Payable	MUNOZ, MARIA		108.00
	Invoice		Date	Description		Amount
		MUNOZ 031517	03/09/2017	TRAVEL - ASU SEMINAR - AVOID SOCIAL/ORG TRAPS		108.00
Check	03/09/2017	78946	Accounts Payable	TRANSWESTERN INSURANCE ADMIN		203.26
	Invoice		Date	Description		Amount
		2017-00000891	03/09/2017	INSURANCE - MARCH 2017		203.26
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 6		\$809.26
Checks:		6			\$809.26	

Prepared By:
 Maggie Dominguez
 Date: Maggie D.
3/9/17

City of San Luis
Payment Batch Register
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 34		\$237,630.52
Checks:		34		\$237,630.52		

Prepared By:
Maggie Dominguez
Date: *Maggie D.*
3/9/17

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/09/2017	78947	Accounts Payable	AIRGAS-WEST		337.81
	Invoice		Date	Description		Amount
		9060872753	03/01/2017	PURCHASE MINOR TOOLS/EQUIPMENT FOR FLEET SERVICES		337.81
Check	03/09/2017	78948	Accounts Payable	APS/CLAIM #414-1352-AH		50.00
	Invoice		Date	Description		Amount
		TR-201401091	03/09/2017	RESTITUTION PAYMENT		50.00
Check	03/09/2017	78949	Accounts Payable	ARIZONA STATE UNIVERSITY		540.00
	Invoice		Date	Description		Amount
		1877718-99538119	02/14/2017	REGISTRATION FEES FOR SEMINAR AVOIDING SOCIAL/ORG TRAPS		270.00
		1877718-99500036	02/13/2017	REGISTRATION FEES FOR SEMINAR AVOIDING SOCIAL/ORG TRAPS		270.00
Check	03/09/2017	78950	Accounts Payable	BORDER GYM FITNESS LLC		1,100.00
	Invoice		Date	Description		Amount
		00000002	03/01/2017	FEBRUARY 2017 MONTHLY SERVICE FEE		1,100.00
Check	03/09/2017	78951	Accounts Payable	CANYON TELECOM INC.		65.00
	Invoice		Date	Description		Amount
		11815	12/21/2016	PHONE PROGRAMMING FOR SENIOR CENTER		65.00
Check	03/09/2017	78952	Accounts Payable	CARLOS, FLORES F.		1,550.00
	Invoice		Date	Description		Amount
		2017-00000880	02/17/2017	GIS FIELD AND OFFICE WORK		1,550.00
Check	03/09/2017	78953	Accounts Payable	CDWG		225.40
	Invoice		Date	Description		Amount
		GXT2276	02/22/2017	MONITOR/KEYBOARD COMBO FOR ACC SP UTILITIES		144.18
		GXW5914	02/22/2017	INK FOR EVIDENCE		81.22
Check	03/09/2017	78954	Accounts Payable	DESERT WATER		8.30
	Invoice		Date	Description		Amount
		66042	02/28/2017	50 (FIFTY) BULK GALS OF WATER FOR FD, 2/28/17		8.30
Check	03/09/2017	78955	Accounts Payable	DPE CONSTRUCTION, INC		147,777.75

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Invoice						Amount
3						147,777.75
Check	03/09/2017	78956	Accounts Payable	DPE CONSTRUCTION, INC		22,256.00
Invoice						Amount
16823						22,256.00
Check	03/09/2017	78957	Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.		10,279.44
Invoice						Amount
93197756						2,794.85
93200359						7,484.59
Check	03/09/2017	78958	Accounts Payable	ESPARZA, MARIA		434.00
Invoice						Amount
2017-00000882						434.00
Check	03/09/2017	78959	Accounts Payable	GREATER YUMA ECONOMIC DEV CORP		25.00
Invoice						Amount
2017-011						25.00
Check	03/09/2017	78960	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		1,755.36
Invoice						Amount
5721287						1,755.36
Check	03/09/2017	78961	Accounts Payable	GUERRA, RUTH		500.00
Invoice						Amount
35						500.00
Check	03/09/2017	78962	Accounts Payable	INTERPRETATION SERVICES FOR COURT - 02/27/17-03/03/17		253.47
Invoice						Amount
293-400853						253.47
Check	03/09/2017	78963	Accounts Payable	PURCHASE OF ACID NEEDED FOR POOL MAINTENANCE		900.00
Invoice						Amount
CR201600234						900.00
03/09/2017						BOND REFUND

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/09/2017	78964	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		21,253.36
	Invoice		Date	Description		Amount
		845167	02/28/2017	FUEL FOR VARIOUS DEPARTMENTS FOR THE MONTH OF FEBRUARY 2017		21,253.36
Check	03/09/2017	78965	Accounts Payable	O'REILLY AUTO PARTS		114.47
	Invoice		Date	Description		Amount
		2771-409497	02/16/2017	PURCHASE BATTERY FOR WASTEWATER DEPT #7852		114.47
Check	03/09/2017	78966	Accounts Payable	ON TRACK OVERHEAD DOORS		900.09
	Invoice		Date	Description		Amount
		6250	03/07/2017	REMOVE AND INSTALL BARRIER ARM AT STAFF PARKING ENTRANCE		900.09
Check	03/09/2017	78967	Accounts Payable	PIERCE COLEMAN PLLC		350.00
	Invoice		Date	Description		Amount
		21015	02/08/2017	REVISE INDEPENDENT CONTRACTOR AGREEMENT		350.00
Check	03/09/2017	78968	Accounts Payable	POLAR COOLING LLC		150.00
	Invoice		Date	Description		Amount
		79657	12/20/2016	MAINTENANCE TO A/C UNITS@WS#4 & #7		150.00
Check	03/09/2017	78969	Accounts Payable	PPEP INC.		6,500.00
	Invoice		Date	Description		Amount
		2017-00000881	01/11/2017	2ND QUARTER DRAWDOWN OCTOBER 1-DECEMBER 31, 2016		6,500.00
Check	03/09/2017	78970	Accounts Payable	PURCELL TIRE CO.		482.09
	Invoice		Date	Description		Amount
		6896173	03/07/2017	PURCHASE 4 NEW TIRES FOR COMMUNITY DEVELOPMENT #4088		284.95
		6895934	02/14/2017	PURCHASE TIRE FOR COURT DEPT#5346		197.14
Check	03/09/2017	78971	Accounts Payable	SALGADO , JESUS		500.00
	Invoice		Date	Description		Amount
		CR201700040	03/09/2017	BOND REFUND		500.00
Check	03/09/2017	78972	Accounts Payable	SAM'S CLUB		1,551.87
	Invoice		Date	Description		Amount
		003503	01/20/2017	PURCHASE KITCHEN SUPPLIES FOR FACILITIES KITCHEN		156.42

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		007442		01/31/2017	COFFEE SUPPLIES FOR SENIOR CENTER	465.84
		001296		02/02/2017	REFRESHMENTS FOR COUNCIL EXECUTIVE SESSIONS	125.67
		000099		01/19/2017	JANITORIAL AND KITCHEN SUPPLIES FOR FD	803.94
Check	03/09/2017	78973	Accounts Payable	SMITH, RALPH E. SR.		2,055.00
	Invoice		Date	Description		Amount
		24772		02/27/2017	MICROBIOLOGICAL ANALYSIS - COMPLIANCE TESTING - FEBRUARY 2017	405.00
		24756		02/27/2017	DBP, STAGE 2 (QUARTERLY) / DBP, STAGE 2, REPORT (QUARTERLY)	1,650.00
Check	03/09/2017	78974	Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.		3,435.06
	Invoice		Date	Description		Amount
		144322742-001		02/16/2017	PURCHASE OF LIGHT TOWER FOR PARKS DEPT. FOR EVENTS & PROJECTS	3,435.06
Check	03/09/2017	78975	Accounts Payable	USA BLUE BOOK		114.42
	Invoice		Date	Description		Amount
		190573		02/24/2017	TOOLS/EQUIPMENT FOR METER READERS NEW CITY VEHICLE	114.42
Check	03/09/2017	78976	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		1,640.55
	Invoice		Date	Description		Amount
		9779194288		01/23/2017	MONTHLY STATEMENT CHARGES FOR ACC 4499 - MDC	1,640.55
Check	03/09/2017	78977	Accounts Payable	WAXIE SANITARY SUPPLY		63.12
	Invoice		Date	Description		Amount
		76530948		02/22/2017	JANITORIAL SUPPLIES	63.12
Check	03/09/2017	78978	Accounts Payable	WILLDAN FINANCIAL SERVICES		9,570.00
	Invoice		Date	Description		Amount
		010-33456		01/27/2017	WATER, WW & SW ANALYSIS (UTILITY RATE STUDY)	9,570.00
Check	03/09/2017	78979	Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.		224.95
	Invoice		Date	Description		Amount
		1758675		02/21/2017	FOUR (4) EXTRICATION GLOVES FOR FFS	224.95
Check	03/09/2017	78980	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		668.01
	Invoice		Date	Description		Amount
		10498		02/28/2017	4FRONTED BROCHURES	668.01

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
						Amount
				Invoice	Date	Description
				2017-00000895	03/07/2017	RENTAL OF TABLES AND CHAIRS FOR 2017 COMIC CON EVENT
Check	03/09/2017	78990	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		468.28
				Invoice	Date	Description
				0303176	03/09/2017	PSPRS ALT 030317
Check	03/09/2017	78991	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		264.96
				Invoice	Date	Description
				2017-00000885	03/09/2017	539 - ASK COPS - SLPD
Check	03/09/2017	78992	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		360.00
				Invoice	Date	Description
				000663	02/28/2017	SOLAR POWER DELIVERED - FEBRUARY 2017
Check	03/09/2017	78993	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		18,474.34
				Invoice	Date	Description
				0303174	03/09/2017	CS 030317
Check	03/09/2017	78994	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		3,963.82
				Invoice	Date	Description
				2017-00000886	03/09/2017	705 - UNITED WAY
Check	03/09/2017	78995	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		26.00
				Invoice	Date	Description
				2017-00000887	03/09/2017	543 - IAFF- FIRE DEPT

1BYPAYABLE 1st BY Accounts Payable Totals:

Transactions: 15

\$27,365.44

Checks: 15 \$27,365.44

Prepared By:
 Maggie Dominguez
 Date: Maggie B.
3/9/17

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/09/2017	78981	Accounts Payable	APS		1,667.61
	Invoice		Date	Description		Amount
		AR0320001933	03/02/2017	J.SANCHEZ BLVD LIFTSTATION		1,667.61
Check	03/09/2017	78982	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		205.38
	Invoice		Date	Description		Amount
		030317	03/09/2017	california CS 030317		205.38
Check	03/09/2017	78983	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		200.76
	Invoice		Date	Description		Amount
		0303171	03/09/2017	CALIFORNIA CHILD SUPPORT AF		200.76
Check	03/09/2017	78984	Accounts Payable	CHARGO PA , GURSTEL		52.21
	Invoice		Date	Description		Amount
		0303173	03/09/2017	JS PPE 030317		52.21
Check	03/09/2017	78985	Accounts Payable	DJ AM ONE		300.00
	Invoice		Date	Description		Amount
		00225	02/25/2017	PAYMENT IS FOR DJ SERVICES RENDERED FOR THE MASCOTA MANIA EVENT		300.00
Check	03/09/2017	78986	Accounts Payable	FOP/ALC		341.00
	Invoice		Date	Description		Amount
		2017-00000883	03/09/2017	714 - FOP/ALC		341.00
Check	03/09/2017	78987	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
		2017-00000884	03/09/2017	533 - GARNISHMENT		50.00
Check	03/09/2017	78988	Accounts Payable	POLAR ICE LLC		316.08
	Invoice		Date	Description		Amount
		67503	02/15/2017	ICE MACHINE LEASE - FACILITIES		150.01
		67504	02/15/2017	ICE MACHINE LEASE - PUBLIC WORKS		166.07
Check	03/09/2017	78989	Accounts Payable	POLY'S PARTY RENTALS, LLC		468.28

City of San Luis
Payment Batch Register
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
 Batch Date: 03/09/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	03/09/2017	78996	Accounts Payable	ARANDA, MANUEL		170.00
	Invoice		Date	Description		Amount
		2017-00000896	03/09/2017	HI BENEFIT SUPPLEMENT - FEB 2017		170.00
Check	03/09/2017	78997	Accounts Payable	LAZO, MARIA J		100.00
	Invoice		Date	Description		Amount
		2017-00000897	03/09/2017	HI BENEFIT SUPPLEMENT - FEBRUARY 2017		100.00
Check	03/09/2017	78998	Accounts Payable	SPECTRUM BUSINESS		8,285.08
	Invoice		Date	Description		Amount
		2017-00000898	03/09/2017	INTERNET F/ CITY HALL - 4624,1733,2531,2549,2556,2598,5595,2849		8,285.08
Check	03/09/2017	78999	Accounts Payable	THE HOME DEPOT		1,044.79
	Invoice		Date	Description		Amount
		5043082	02/17/2017	TOOLS FOR DAILY ROUTINE MAINENANCE TASKS		389.15
		2050490	10/13/2016	MATERIAL TO BUILD STORAGE AREA F/ TRAFFIC CONTROL EQUIPMENT		350.05
		3041811	12/21/2016	MATERIALS/TOOLS USED F/ WELDING STREET SIGNS		305.59
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 4		\$9,599.87
Checks:		4			\$9,599.87	

Prepared By:
Maggie Dominguez
 Date: *Maggie*
C 3/9/17



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.A.

Meeting Date: 03/22/2017

Department Head: Olivia Jenkins, Human Resources Director, Human Resources Department

Submitted By: Omar Heredia, HR Program & Training Coordinator, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the location of the 2017 Employee Annual Picnic at Wild River Family Entertainment Center, purchase of food, use of amenities and waiver of purchasing procedures as permitted under San Luis City Code Section 36.01 (H). **(Olivia Jenkins, Human Resources Director)**

SUMMARY:

Staff is seeking waiver of purchasing procedures to purchase food and use of amenities in the amount of **\$8,872.85** to hold the 2017 Employee Annual Picnic at Wild River Family Entertainment Center as permitted under San Luis City Code Section 36.01 (H). In previous years, employee picnic events were held at Joe Orduño Park and cost around \$10,000.00. Most recently, events were held at Waylon's Water World, which has gone out of business. Taking this into consideration, the Human Resources Department believes the proposed venue is appropriate for both employees and their families to enjoy.

RECOMMENDATION / SUGGESTED MOTION:

This field will be officially filled in by your Legal Department

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:	\$8,872.85
BUDGETED AMOUNT:	\$10,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-125-80005, Special Services Account / \$33,456.72
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	
Account to be used: 100 - 125 80005 (Special Services Account)	

Attachments



Wild River Family Entertainment Center
Events and League Coordinator

928.627.0980
15136 S. Avenue B
Somerton, Arizona 85350

CUSTOM PACKAGE

- EVENT ORDER -

To: OLIVIA JENKINS (CITY OF SAN LUIS) Phone: ?

From: JACKIE

Date: 03-07-17

Re: 03-22-17

Time: 11-4

Guests: 350 PPL

CUSTOM PACKAGE

44 LG ONE TOPPING PIZZAS @ \$12.00 EA	\$528.00
(2 SLICES FOR THE 350 PPL)	
350 CUPS (FREE REFILLS OF SODA) @ \$1.50 EA CUP	\$525.00
15 TRAY OF 48 WINGS @ \$39.99 FOR 48 WINGS	\$599.85
(2 WINGS PER PERSON)	
24 LANES 4 HRS OF BOWLING @ \$15.00 EA HR	\$1,440.00
SHOE RENTAL FOR 300 PPL @ \$2.00 EA PAIR	\$600.00
350-\$5.00 FUN CARDS	\$1,750.00
350-LASER TAGS @ \$5.00 PER PERSON	\$1,750.00
FACILITY RENTAL PRIVATE EVENT	\$1,680.00

TOTAL: \$8,872.85





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.B.

Meeting Date: 03/22/2017

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1177. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing a temporary reduction in certain fees under Resolution No. 770 Parks and Recreation fee schedule. (CONTINUED ITEM FROM REGULAR CITY COUNCIL MEETING HELD MARCH 8, 2017) (**Lizandro Galaviz, Parks and Recreation Director**)

SUMMARY:

The sports leagues are in need of some temporary financial relief in order to adjust to the full implementation of the fee schedule in Resolution No. 770 to continue their activities in the City of San Luis playing field facilities. Staff is recommending that the fees for lining the fields and for lighting may be reduced up to a maximum of 50% at the discretion of the City Manager in consultation with the Parks and Recreation Director. Since the fee schedule has not been updated since 2007, this reduction would mean subsidy to leagues. So, staff is also recommending that the reduction be only for San Luis residents and only for non-profit groups. The proposed resolution has requirements for those seeking a fee reduction to provide addresses of the participants in the league so that residency can be shown and financial records to show non-profit status.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 1177.

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:	City
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

A reduction in Parks and Recreation Fees will reduce the amount of revenue for Parks activities. It is unknown how many leagues will apply for and be eligible for the reduction in fees. So, a specific dollar amount of reduction cannot be calculated at this time.

Attachments

Resolution No. 1177

Exhibit 1



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 1177

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING A TEMPORARY REDUCTION IN CERTAIN FEES UNDER RESOLUTION NO. 770 PARKS AND RECREATION FEE SCHEDULE.

WHEREAS, the Mayor and City Council of the City of San Luis desire to encourage recreation and physical fitness of the residents of the City of San Luis; and

WHEREAS, sports leagues are in need of some temporary financial relief in order to adjust to the full implementation of the fee schedule in Resolution No. 770 to continue their activities in the City of San Luis playing field facilities;

WHEREAS, Resolution No. 770 and its attached fee schedule are provided here as Exhibit "1" and the fees which are the subject of this resolution are highlighted in yellow.

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

Section 1. Until further direction of the Mayor and City Council of the City of San Luis, the City Manager as recommended by the Director of Parks and Recreation is hereby authorized and in the City Manager's discretion to reduce up to a maximum of fifty percent (50%) of those Athletic Parks and Recreation Facility Fees under Resolution No. 770 pursuant to the following criteria:

1. The fees are under the fee schedule for Class-B Nonprofit which are individuals, groups, or organizations using facilities whose purpose is clearly of nonprofit nature (501 C Status) or social gathering. (Receptions, religious groups, etc.); and
2. The fees are under the fee schedule for Residents of the City of San Luis, Arizona; and
3. The fees eligible for reduction shall be confined to the fees for
 - a. lining fields (a per field fee of \$10.00 under Resolution 770) and
 - b. lights (a per hour and per field fee of \$10.00 under Resolution 770).

Section 2. Those requesting a reduction in fees under this Resolution must provide to the Director of Parks and Recreation or to a designee chosen by the City Manager the following:

1. A certification of the non-profit status and purpose of the applicant and that all participants reside with the City of San Luis, Arizona;
2. The number of participants and the participants' home addresses;
3. Such financial information as may be necessary for the City to determine what fees the applicant has charged to the participants, what fees the applicant collected, revenues and expenses of the applicant for providing recreational services including bank statements and other records;

Section 3. Failure of the applicant to provide any of the required information or if the City Manager determines that the certification was false shall result in a revocation of the fee reduction and all fees shall be immediately due in full.

Section 4. The City Manager or designee of the City Manager are hereby authorized and directed to take any and all actions as may be necessary to put this resolution into effect.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this ____ day of March, 2017.

ATTEST:

Sonia Cornelio, City Clerk

Gerardo Sanchez, Mayor

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit 1



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 770

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND APPROVING PARKS AND RECREATION FEE SCHEDULE

Whereas, the City Council of the City of San Luis desires to establish and update the fee schedule for use of city Parks and Recreation facilities;

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

Section 1: That the Parks and Recreation Fee Schedule attached hereto as Exhibit "A", is hereby authorized and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to take any all actions as may be necessary to effectuate said schedule.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 19th day of December, 2007.

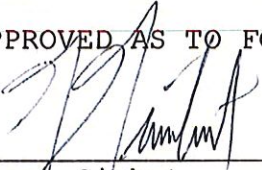

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut
City Attorney



CITY OF SAN LUIS PARKS AND RECREATION Facility Fee Schedule

CLASS A – City Co-sponsored Groups or City of San Luis Agencies. The following organizations and/or groups are **EXEMPT** from rental fees. Other organizations may be added if the activities benefit the Community. Security deposits and set-up fees may apply.

- a) Babe Ruth Baseball League
- b) Campesinos Sin Fronteras
- c) Chicanos Por La Causa
- d) City of San Luis Program (Fire Cadets, PAL, Police Volunteers, Go-Karts)
- e) Comité de Bienestar
- f) Karate – Gembu Kyu
- g) Little League Baseball
- h) LULAC
- i) PPEP – Tech
- j) San Luis Adult Soccer League
- k) San Luis Corporation for the Arts & Humanities
- l) San Luis Dancing Girls - Ballet
- m) San Luis Gadsden School District
- n) San Luis High School
- o) San Luis Lions Club
- p) San Luis Rotary Club
- q) San Luis Youth Soccer
- r) Tahitian Dance
- s) WACOG
- t) WAHEC
- u) Media (Yuma Sun, Bajo el Sol, Sin Fronteras, San Luis News)

CLASS B – Nonprofit . Individuals, groups, or organizations using facilities whose purpose is clearly of nonprofit nature (501 C Status) or social gathering. (Receptions, religious groups, etc.)

CLASS C – Standard/Commercial. Individuals, groups, or organizations using facilities for raising money or whose purpose is clearly a profit making status.

FACILITY

GYM - Joe Orduño Park

Per Hour/Game

Per Hour/other

Special Event (4-hr. session)

All Day Event***

Set-up of tables and chairs

Maintenance

Stage (portable)

Stage Set-up

Staff Attendant

*** includes attendant

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$15.00	\$25.00	\$35.00	\$35.00
\$100.00	\$200.00	\$200.00	\$200.00
\$400.00	\$500.00	\$500.00	\$500.00
\$1,000.00	\$1,200.00	\$1,200.00	\$1,200.00
\$50.00	\$65.00	\$65.00	\$65.00
\$100.00	\$150.00	\$150.00	\$150.00
\$100.00	\$125.00	\$150.00	\$150.00
\$60.00	\$70.00	\$80.00	\$80.00
\$20.00	\$20.00	\$20.00	\$20.00

CULTURAL CENTER

Per Hour

Special Event (4-hr. session)

Audio Equipment use

Lights

Set-up of tables and chairs

Maintenance

Stage

Stage (portable)

Stage Set-up

Staff Attendant

Staff Technician

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
Not Available	Not Available	Not Available	Not Available
Not Available	Not Available	Not Available	Not Available
\$50.00	\$75.00	\$75.00	\$75.00
\$50.00	\$75.00	\$75.00	\$75.00
\$50.00	\$65.00	\$65.00	\$65.00
\$100.00	\$150.00	\$150.00	\$150.00
\$100.00	\$125.00	\$150.00	\$150.00
\$100.00	\$100.00	\$100.00	\$100.00
\$60.00	\$70.00	\$80.00	\$80.00
\$20.00 p/hr.	\$20.00 p/hr.	\$20.00 p/hr.	\$20.00 p/hr.
\$30.00 p/hr.	\$30.00 p/hr.	\$30.00 p/hr.	\$30.00 p/hr.

SWIMMING POOL

Daily Rates Kids

Daily Rates Adult

Swimming Lessons

Party Reservations*

Saturday & Sunday (4 hr.-session)

1-30 patrons

30-50 patrons

50-75 patrons

75-100 patrons

Deposit

* Reservation includes lifeguards

5-tables and 20-chairs

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$1.00	\$2.00	N/A	N/A
\$2.00	\$3.00	N/A	N/A
\$35.00	\$45.00	N/A	N/A
\$100.00	\$120.00	\$150.00	\$150.00
\$130.00	\$150.00	\$200.00	\$200.00
\$150.00	\$175.00	\$250.00	\$250.00
\$175.00	\$200.00	\$250.00	\$250.00
\$75.00	\$100.00	\$150.00	\$150.00

RAMADAS

Weekday Rates (Mon. - Thru.)

Weekend Rates (Fri. - Sun.)

Alcohol Permits**

** pending for ordinance

** no glass bottles

** Must have permit upon request

Jumps (Brinca-Brincas) must bring own generator

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$15.00	\$20.00	\$25.00	\$30.00
\$20.00	\$25.00	\$30.00	\$35.00
\$15.00	\$15.00	\$15.00	\$15.00

TENTS (10X20)

Per tent

1 to 5 set-up fee

5 to 10 set-up fee

10 to 15 set-up fee

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$20.00	\$30.00	N/A	N/A
\$50.00	\$75.00	N/A	N/A
\$100.00	\$125.00	N/A	N/A
\$150.00	\$175.00	N/A	N/A

BOOTH RENTAL*

10X10

10X20

*Special Events: 4th/7 & Founders D

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$30.00	\$35.00	\$35.00	\$35.00
\$45.00	\$50.00	\$50.00	\$50.00

ATHLETIC FIELDS**Fields -****Softball/Baseball/Soccer**

1 field-2hr. max (no lights)

1 field-4hr. (no lights)

1 field ALL DAY

Lining Fields (per field)**Lights (per hour/per field)**

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$10.00	\$15.00	\$15.00	\$15.00
\$15.00	\$20.00	\$20.00	\$20.00
\$50.00	\$60.00	\$60.00	\$60.00
\$10.00	\$15.00	\$15.00	\$15.00
\$10.00	\$15.00	\$15.00	\$15.00

ATHLETIC FIELDS**INDEPENDENT LEAGUES -****Fields**

Adult League (per team/per season)

Youth League (per team/per season)

Categories:

U-6 & U-7

U-8 & U-10

U-12, U-14, & U16

Individual/Non-Profit Groups		Standard/Commercial	
Residents	Non-Residents	Residents	Non-Residents
\$80.00	N/A	N/A	N/A
\$10.00	N/A	N/A	N/A
\$15.00	N/A	N/A	N/A
\$20.00	N/A	N/A	N/A



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.C.

Meeting Date: 03/22/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding First Amendment to Development Agreement for Las Quintas De San Luis Two (II) Subdivision, owner Riedel Holdings, L.L.C. and Nieves Riedel. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

This Agenda Item and the Agenda Item on the Intergovernmental Agreement (IGA) with the High School District are together on the Agenda as they must be considered together. The reason they need to be considered together is that all of the obligations of the City in the IGA with the High School District are contracted to Riedel Holdings, L.L.C. and Nieves Riedel in this First Amendment to the Development Agreement for Las Quintas De San Luis II. If the vote is for approval of one agenda item, the vote must be for approval of both.

The City of San Luis and Yuma Union High School District #70 wish to enter into an Intergovernmental Agreement in which the school will provide a utility easement that will connect to Las Quintas De San Luis 2 Subdivision. This is the shortest line to the existing lift station and it is a gravity line rather than a forced line.

The City and the High School District have entered into a previous IGA which allows City recreational activities on the school recreational areas so improvements in the area will benefit both the High School District and the City.

Here is a summary of the IGA. In exchange for the easement from the High School District, the City (through this agreement with Riedel Holdings, L.L.C. and Nieves Riedel) is to move the fence currently in place ten (10) feet south, to provide a wastewater line, then 45 days after building the wastewater line build a concession stand and a restroom both for the recreational areas, and hold a fund of \$4,500.00 to be used for any future fees the City may impose on the district into the future. If the concession stand and restroom are not built, then the school has the option of taking the \$15,000.00. Riedel Holdings, L.L.C. has already provided to the City a \$19,500.00 cashier's check to cover these funds. If the \$15,000.00 is not used it will be returned to Riedel Holdings, L.L.C. plus any interest accrued. The High School District did not want a time limit on the \$4,500.00 so that amount cannot be returned to Riedel Holdings, L.L.C.

If the wastewater line is not built within five (5) years then the City returns the easement to the High School District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR LAS QUINTAS DE SAN LUIS TWO (II) SUBDIVISION AND AUTHORIZE APPROPRIATE STAFF TO TAKE ALL ACTION NECESSARY TO PUT IT INTO EFFECT.

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: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact on the City for this agenda item.

Attachments

1st Amended Dev. Agmt Las Quintas De San Luis 2

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR
LAS QUINTAS DE SAN LUIS II SUBDIVISION**

This amendment is made and entered into this _____ day of March, 2017 between Nieves Riedel and Riedel Holdings, L.L.C., "Owner", and the City of San Luis, Arizona, "City", hereinafter collectively referred to as the "Parties".

WHEREAS, Owner and City entered into a Development Agreement for the development of the subdivision known as Las Quintas De San Luis II dated the 25th day of May, 2016 ("Development Agreement");

WHEREAS, City has negotiated an Intergovernmental Agreement with the Yuma Union High School District #70 ("School District") regarding the joint development and construction of infrastructure and ancillary facilities located on School District property, hereinafter referred to as the "IGA";

WHEREAS, the IGA provides for a necessary easement for the development of needed and necessary wastewater mains to support the development of Las Quintas De San Luis II and the cost of acquisition of the easement as well as the cost of development of the wastewater treatment main is the sole legal responsibility and burden of Owner;

WHEREAS, the consideration required of the City by the School District includes but is not limited to the development of a concession stand, offset of future fees and charges that may be imposed by the City against School District, providing for certain design and construction so as to allow School District to use the wastewater main, and requiring actual development of the wastewater main; and

WHEREAS, it is the desire of the Parties to enter into an amendment to the Development Agreement so as to provide for the legal obligation of Owner to bear the cost and all financial burdens associated with the acquisition of the easement and the development of the wastewater main;

NOW THEREFORE, IN CONSIDERATION of the mutual promises, benefits and agreements of the Parties herein contained and as more fully set forth below, it is agreed as follows:

1. The Intergovernmental Agreement with the Yuma Union High School District #70 ("School District") and the City of San Luis regarding the joint development and construction of infrastructure, a utility easement and ancillary facilities located on Yuma Union High School District #70 property, hereinafter referred to as the "IGA" is hereby reincorporated as though fully set forth again in full and attached as Exhibit A.

2. Owner agrees to perform all work and bear all financial costs and burdens associated with the acquisition of the easement provided by the IGA and the development of all infrastructure and associated facilities required by the IGA, of whatsoever kind or nature, known or unknown, and agrees to indemnify and hold City harmless therefrom. To this end, Owner agrees to perform all acts, actions, and work needed or necessary to design and/or construct the wastewater line and to conform to all requirements of the State of Arizona, the City, and the IGA.

3. Owner agrees to deposit the sum of \$19,500.00 with the City as the funds required by Sections 5.C.x and 6.C for the concession stand/restroom and the Fee Fund as required by Section 5.C.i of the IGA. City acknowledges by this agreement that the Owner has deposited said funds in full with the City.

(a) City agrees to deposit the \$15,000.00 for the Concession Stand and Restroom Fund in an interest bearing account controlled by City. In the event School District directs the City to pay over funds from this account for the purposes as stated in the IGA, these funds will be used to pay the demand of the School District in accordance with the terms of said IGA. Any funds remaining in this account that are not used for the Concession Stand and Restroom contemplated by said IGA or are not paid over to the School District by City as provided by the terms of said IGA shall be returned to Owner.

(b) Owner understands and acknowledges that the School District has placed no time limit on when it may draw upon the \$4,500.00 Fee Fund and, as a result, agrees that such moneys may be received by the City and kept as payment in full for that obligation of the City to School District and said monies will not be returned to Owner at any time, under any circumstances, whatsoever.

4. It is agreed that the Development Agreement dated May 25, 2016 (attached as Exhibit B) was the final development agreement between the parties, and that the termination provisions of Section 2.1 therein have no legal force or effect.

5. School District has required that City commit to the construction of the wastewater main contemplated by the IGA as an obligation of City. Owner agrees that the engineer's cost estimate for the development of Las Quintas De San Luis II subdivision will include sufficient sums to design and construct the wastewater main as contemplated by the IGA and to perform all work contained in the IGA related to said construction, and that the Letter of Credit being supplied as the financial assurances for the development of Las Quintas De San Luis II will be of sufficient amount to include this estimated cost and the Letter of Credit will include and provide financial assurance of the work and development of infrastructure required by the IGA.

6. No Personal Liability. No member, official or employee of the City of San Luis shall be personally liable to Owner, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to

the Owner or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

7. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

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

9. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party or parties on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

10. Entire Agreement. This Amendment and the Development Agreement dated May 25, 2016 constitutes the entire agreement between the parties. Unless specifically modified herein, the provisions of the Development Agreement of May 25, 2016 shall remain in full force and effect.

11. Severability. If any provision of this Amendment or the Development Agreement of May 25, 2016 is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

12. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

13. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

14. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

15. Non-Liability of City Officials and Employees Except for mandamus and other special actions, no member, official or employee of the City of San Luis shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City for any amount that may become due to the Owner, or under any obligation under the terms of this Amendment or the Development Agreement dated May 25, 2016.

16. This Amendment and the Development Agreement shall be subject to the cancellation provisions of A.R.S. §38-511.

17. Immigration. Pursuant to the provisions of A.R.S. §41-4401, Owner hereby warrants (i) that it and any of its contractors or subcontractors will comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, subsection A, (ii) that a breach of this warranty shall be deemed a material breach of the contract that is subject to the penalties of A.R.S. §41-4401.A.2, and (iii) that the City shall have the right to random verification of employment records of Owner, its contractors, or subcontractors to ensure compliance with this warranty.

18. Israel Boycott. Owner shall execute a certification regarding whether it is boycotting Israel as provided by A.R.S. §35-393.01.

19. Recording. This amendment shall be recorded pursuant to the provisions of A.R.S. §9-500.05.

In witness whereof the parties have executed this agreement as of the day and year first written above.

CITY OF SAN LUIS

RIEDEL HOLDINGS, L.L.C.

By: _____
Gerardo Sanchez
Mayor

By: _____
Nieves Riedel
Owner

Attest:

Approved as to form:

Sonia Cornelio
City Clerk

Kay Marion Macuil
City Attorney

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Legislation has been enacted to prohibit the state and its political subdivisions from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.:

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City State Zip

Title

Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN YUMA UNION HIGH SCHOOL DISTRICT #70 (SAN LUIS HIGH SCHOOL) AND THE CITY OF SAN LUIS REGARDING THE JOINT DEVELOPMENT AND CONSTRUCTION OF INFRASTRUCTURE, A UTILITY EASEMENT AND ANCILLARY FACILITIES LOCATED ON YUMA UNION HIGH SCHOOL DISTRICT #70 PROPERTY

THIS AGREEMENT, made and entered into this ____ day of _____, 2017 by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY" and the YUMA UNION HIGH SCHOOL DISTRICT #70, hereinafter referred to as "DISTRICT"; the CITY and DISTRICT hereinafter collectively referred to as the "PARTIES."

WHEREAS, the CITY is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, the DISTRICT is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, pursuant to Section 11-951 *et seq.*, cities and Arizona Union School Districts (districts) may enter into agreements for the cooperative development, design, construction, maintenance, and operation of essential infrastructure, the development of Ancillary Facilities and the use of Recreational Facilities utilizing said infrastructure on property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation; and

WHEREAS, the DISTRICT has recreation facilities such as baseball fields, football fields, a running track and additional space for other and Ancillary Facilities, that could be used for community health, education, and enrichment opportunities provided through the CITY during non-school hours as previously agreed upon in a separate Agreement entitled " Intergovernmental Agreement Regarding Joint Use of Recreational Facilities at Yuma Union High School District #70 (San Luis High School) and the City of San Luis" dated February 24, 2016; and

WHEREAS, the CITY and the DISTRICT have an interest in developing a wastewater line, to service those above-described DISTRICT facilities and the CITY must address the growth of the public needs in and around the DISTRICT property due to the development of a residential subdivision in the vicinity; and

WHEREAS, the CITY shall cause a wastewater line to be constructed by Riedel Holdings, L.L.C. (DEVELOPER or DEVELOPER's successor or assign) in the utility easement that is the subject of this Agreement.

WHEREAS, it is the intent that through the collaborative efforts of the PARTIES, that (1) the DISTRICT's property will be enhanced by the development of such a

wastewater line on the DISTRICT's property, (2) the wastewater line will include three (3) stub-outs for the DISTRICT's use for a concession stand, restroom and as the DISTRICT further desires, (3) that the CITY shall cause a concession stand and restroom to be constructed (the "Construction") on the property at issue in this agreement, to the DISTRICT's reasonable satisfaction or alternatively the CITY will establish a fund (Concession Stand and Restroom Fund) in the amount of Fifteen Thousand Dollars (\$15,000.00) payable to the DISTRICT for the same purpose. At the DISTRICT's written election the CITY shall cause said Construction to be initiated no later than forty-five (45) days after completion of the wastewater line and said Construction to be completed one hundred and eighty (180) days after initiation or, as the DISTRICT may direct, the CITY shall pay over to the DISTRICT the Fifteen Thousand Dollar (\$15,000.00) Concession Stand Fund upon completion of the wastewater line and upon forty-five (45) days written demand by the DISTRICT. (4) that the DEVELOPER will dedicate the wastewater line to the CITY and the CITY will operate, maintain and otherwise be responsible for the wastewater line.

WHEREAS, it is the desire of the PARTIES to act collaboratively in developing the mutually needed infrastructure and in the development and use of Recreational Facilities and Ancillary Facilities to support the Recreational Facilities to provide essential services and to conduct recreational programs that provide maximum public benefit; and

WHEREAS, it is good policy to cooperate in the development of the infrastructure and ancillary facilities noted above that can enhance the DISTRICT's current use and ensure adequate infrastructure for further development and that can be used for school enrichment, physical fitness, athletics, and public recreation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, benefits and agreements of the PARTIES herein contained and as more fully explained below, it is agreed as follows:

Section 1. Purpose

The purpose of this Agreement is to establish the rights, duties and responsibilities of the PARTIES for the development, design, construction, maintenance and operation of the above-referenced infrastructure ("wastewater line") and the collaboration of the PARTIES for obtaining Ancillary Facilities in the joint use of Recreational Facilities owned by the DISTRICT as represented in the picture attached hereto and made a part hereof as Exhibit A. The Facilities identified on the attached Exhibit "A" are the property of the DISTRICT and shall be referred to herein individually as a "DISTRICT Facility," and collectively as the "DISTRICT Facilities" as further defined in Section 4. A separate agreement between these parties addresses the joint use of DISTRICT Facilities. That agreement is dated February 24, 2016 and is entitled "Intergovernmental Agreement Regarding Joint Use of Recreational Facilities at Yuma Union High

School District #70 (San Luis High School) and the City of San Luis" (passed by CITY Resolution Number 1130).

Section 2. Term

This Agreement will become effective as of the date indicated above, and will terminate ten (10) years thereafter, unless terminated earlier as provided in Section 3, or renewed. However, Section 3 and 5 of this Agreement, the utility easement ("Easement") and understandings and conditions relative thereto as described herein and in the document granting the Easement, shall survive the term and remain in full force and effect subject to the specific terms and conditions of said Utility Easement (see Section 5).

Section 3. Termination

This Agreement may be terminated at any time by mutual agreement of the PARTIES or either PARTY may terminate this Agreement, with or without cause, upon one hundred eighty (180) days written notice to the other PARTY of intent to terminate. In the event of any termination of this Agreement, the Easement and understandings and conditions relative thereto as described herein and in the Easement, shall survive and remain in full force and effect subject to the specific terms and conditions of said Easement (see Section 5). Further, the DISTRICT's right to the Concession Stand\Restroom Fund and Fees Fund as noted at Section 5 (C) (i) and (C) (x) respectively shall survive the expiration of the Term noted in Section 2 above and any other termination and be valid and enforceable rights of the DISTRICT unless the Easement has been surrendered by the CITY and the Easement property has been returned in its pre-agreement condition. Said funds shall remain due and payable regardless of any termination unless the Easement has been so surrendered and returned.

Section 4. Facilities

The Facilities identified on the attached Exhibit "A" are the property of the DISTRICT and shall be referred to herein individually as the "DISTRICT Facility," and collectively as the "DISTRICT Facilities." Facilities may include, but not be limited to, buildings and grounds, recreational or athletic facilities, parking areas, concession stand, restroom and other Ancillary Facilities.

Ancillary Facilities are the facilities that may be developed by the PARTIES pursuant to Section 6 herein in support of the Recreational Facilities.

Section 5. Infrastructure Wastewater Line

A. The PARTIES shall collaborate regarding the plans for development, design, construction, operation and maintenance of the wastewater line on the North border of the San Luis High School campus as depicted on the aerial photograph attached hereto and made a part hereof as Exhibit A, and as

legally described in the legal description attached hereto and made a part hereof as Exhibit B.

B. The DISTRICT will grant to the CITY a limited, non-exclusive, 30-foot wide, utility easement ("Easement") for a wastewater line as depicted on Exhibit A and legally described in Exhibit B, subject to terms and conditions as set forth herein and in the Easement. The proposed Easement document is attached as Exhibit C.

C. As consideration for the Easement, as required by A.R.S. §15-342(10), the CITY will do the following:

i. the CITY will enhance the value of the DISTRICT's undeveloped property with a wastewater line and, as is required by A.R.S. §9-500.18, exempt the DISTRICT from CITY development fees and provide a fund ("Fees Fund") of up to \$4,500.00 for use by the DISTRICT toward any and all non-exempt wastewater related development, impact and/or connection fees of the CITY which may or could be assessed against the DISTRICT for any and all improvements which the DISTRICT may develop, construct or implement at any time in the future.;

ii. the CITY shall cause the fence, which is currently in place along the length of the Easement, to be relocated ten (10) feet south of its current location and in its current or improved condition. The PARTIES shall collaborate regarding the relocation plan for said fence and all other details relative to said relocation. The fence shall be relocated as stated above within ninety (90) days of the completion of the wastewater line.

iii. the CITY will install sufficient backflow or other such devices as necessary and as approved by the DISTRICT; provide to the DISTRICT a sealed engineer's report confirming the adequacy of the lift station presently in place for current and foreseeable usage; maintain, repair and replace as necessary the lift station associated with the wastewater line; and, install, construct, maintain, repair and replace other such devices in the wastewater line to preclude blockages, back-ups or discharges relative to the wastewater line which may intrude upon or impact DISTRICT property, operations, programs or the health, safety and welfare of DISTRICT's students, staff and guests and shall repair and remediate any such occurrence at CITY's sole cost;

iv. the CITY shall cause three (3) stub-outs to the wastewater line to be provided for DISTRICT's use to serve the planned concession stand, restroom and other DISTRICT uses as noted on Page 2 above. The location of the stub-outs shall be approved by the DISTRICT and approval shall not be unreasonably withheld;

v. the CITY not the DISTRICT shall be responsible for a

suitable and safe development, design, and construction of the wastewater line and the CITY not the DISTRICT shall be responsible for maintenance, repair, and replacement of the wastewater line and related systems, including all cost and claims of any nature arising therefrom;

vi. the CITY will timely provide to the DISTRICT written notice of any intended construction, modification or maintenance to be performed by the CITY and/or by the DEVELOPER at least sixty (60) days prior to said action, plan all such activities with the DISTRICT to minimize any impact on DISTRICT operations or programs, and to further ensure the health, safety and welfare of students, staff and DISTRICT guests;

vii. the CITY will provide plans to the DISTRICT for any and all proposed construction or modifications of the wastewater line and related systems for DISTRICT's review and approval, which approval shall not be unreasonably withheld;

viii. the CITY will cause a wastewater line to be developed, designed, constructed, maintained and operated in a manner that will cause minimal interruption to DISTRICT operations, programs and events, minimal limitation of DISTRICT use of the Easement area and create the least possible threat to the health, safety and welfare of DISTRICT's students, staff and guests;

ix. the CITY and the DISTRICT may collaborate to develop Recreational Facilities ("Ancillary Facilities"), as the PARTIES may mutually agree during the life of this Agreement as defined in Section 4; and

x. the CITY shall, at the DISTRICT's discretion, cause a concession stand and restroom to be constructed (the "Construction") on the property at issue in this agreement, without cost to the DISTRICT and to the DISTRICT's reasonable satisfaction or alternatively the CITY will establish a fund (Concession Stand and Restroom Fund) in the amount of Fifteen Thousand Dollars (\$15,000.00) payable to the DISTRICT for the same purpose. At the DISTRICT's written election the CITY shall cause said Construction to be initiated no later than forty-five (45) days after completion of the wastewater line and said Construction to be completed one hundred and eighty (180) days after initiation or, as the DISTRICT may direct, the CITY shall pay over to the DISTRICT the Fifteen Thousand Dollar (\$15,000.00) Concession Stand Restroom Fund upon completion of the wastewater line and upon forty-five (45) days written demand by the DISTRICT.

D. In consideration of the benefits granted to the DISTRICT by the CITY as set forth in Section 5 above, the DISTRICT shall grant a non-exclusive, 30-foot wide, utility easement ("Easement") to the CITY subject to the terms and conditions as follows:

i. Said Easement shall be limited to the right to install wastewater line and any other water or wastewater lines as mutually agreed to by the CITY and the DISTRICT. Said Easement shall include the right to install necessary related fixtures and equipment, below the ground, as may be necessary for the proper operation of the wastewater line or agreed upon water utility services, within the Easement area upon the DISTRICT's land as identified in Exhibits A and B hereto;

ii. The CITY agrees not to construct above ground lines, structures, markers, fixtures or any other similar objects without the express written agreement of the DISTRICT;

iii. The DISTRICT reserves the right to use the land within the utility easement in any manner that is not inconsistent with the rights DISTRICT grants to the CITY in said Easement;

iv. CITY agrees to take reasonable steps upon completion of construction, maintenance and other activities related to CITY's use of the Easement to restore Easement and all other adjacent or related DISTRICT property effected by such activities, to the extent practicable, to preconstruction / use conditions at CITY's sole cost;

v. CITY shall limit access to the Easement to ensure minimal impact on DISTRICT operation and programs and in a manner to ensure the health, safety and welfare of students, staff and DISTRICT guests;

vi. The CITY shall provide reasonable notice to the DISTRICT prior to coming on to DISTRICT property or the Easement, except under exigent circumstances, and shall provide such notice and engage in consultation with the DISTRICT at least ninety (90) days prior to coming on to DISTRICT property or the Easement except during construction and before acceptance of the line from the DEVELOPER at which time the notice shall be sixty (60) days. Shorter notice may be mutually agreed to;

vii. CITY understands that the DISTRICT is an Arizona Union School District and that the area contained within the Easement is adjacent to DISTRICT Recreational Facilities and is used by the DISTRICT for its programs, operations and activities involving students, staff, parents and other DISTRICT guests and CITY will use the Easement in a manner which considers DISTRICT activities as noted above and the safety of students, staff, parents and guests;

viii. For the purpose of DISTRICT's consideration and approval (which will not be unreasonably withheld) CITY shall provide DISTRICT with copies of plans and specifications for any proposed construction, modification or other similar activities at least ninety (90) days prior to the intended initiation of such activities except during construction and before

acceptance of the wastewater line from the DEVELOPER at which time the notice shall be sixty (60) days;

ix. If the CITY ceases or fails to use the Easement for a wastewater line for a period of more than five (5) consecutive years, CITY shall re-convey said Easement to the DISTRICT or successor by a duly executed quit claim deed;

x. CITY shall provide DISTRICT with a final copy of the as-builts for any construction or modifications of the wastewater line and related construction within thirty (30) days of completion of the project to assist the DISTRICT in avoiding any possible interference with the CITY's use of the Easement.

Section 6. Ancillary Facilities

A. Within sixty (60) days of the full execution of this Agreement, a team of members appointed by the DISTRICT shall meet and initiate plans for the development of a concession stand and restroom hereinbefore identified as Ancillary Facilities, to be developed, designed and constructed to serve the existing Recreational Facilities. The team shall complete a plan or plans for the Concession Stand and Restroom ("Concession Stand\Restroom") to be submitted by the DISTRICT for formal approval within one hundred eight (180) days of the initial team meeting. The DISTRICT shall agree upon the plan for the Concession Stand and Restroom within ninety (90) days of the presentation of a plan or plans to the DISTRICT by the team.

B. At the DISTRICT's election, as noted above, the CITY shall cause the Concession Stand and Restroom to be constructed as planned and without cost to the DISTRICT or pay over the Concession Stand\Restroom Fund as noted below and herein.

C. The CITY shall establish a Concession Stand\Restroom Fund to pay for costs associated with building the Concession Stand\Restroom Fund up to a cap of Fifteen Thousand (\$15,000.00) Dollars. The CITY's obligation to pay the DISTRICT the said fund shall survive any termination of the Agreement unless the Easement is surrendered by the CITY and Easement property returned to its pre-agreement condition as more fully explained in Section 3 above. The Fifteen Thousand (\$15,000.00) Dollar fund shall be paid by the CITY to the DISTRICT within and upon forty-five (45) days written request for said fund by the DISTRICT.

D. Should the DISTRICT elect to receive the Concession Stand\Restroom Fund, the DISTRICT shall be responsible for the procurement of the design, construction and other services necessary to design and construct the Ancillary Facilities and shall perform related oversight functions.

E. Should the DISTRICT elect to receive the Concession Stand\Restroom Fund, except for the Fifteen Thousand (\$15,000.00) Dollar Concession Stand\Restroom Fund, all expenses related to the procurement of said design, construction and related services and the cost of all such services and expenses related thereto and related to the Concession Stand, Restroom, are the responsibility of the DISTRICT.

F. After identification of the concession stand and restroom and development of plans therefore, the DISTRICT shall notify the CITY the terms and conditions of the CITY's use of the concession stand and restroom. The concession stand and restroom shall be the sole and exclusive property of the DISTRICT.

G. The PARTIES may collaborate to develop other Ancillary Facilities within the Recreational Facilities as the PARTIES may mutually agree during the life of this Agreement as defined in Section 4.

Section 7. General Terms and Conditions

A. Finance and Budget: Each PARTY shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken under this Agreement. In the event of non-appropriation of funds by either PARTY for any Fiscal Year this Agreement is effective, this Agreement will terminate at the end of period for which funds are appropriated unless the PARTIES agree to a modification of this Agreement.

B. Notice: Notices or other communications to the CITY regarding this Agreement shall be either delivered personally by process service or sent by registered or certified mail, postage prepaid, addressed to:

If to CITY: Tadeo A. De La Hoya, City Manager
1090 East Union Street (personal service)
P.O. Box 1170 (by registered or certified mail)
San Luis, Arizona 85349

If to DISTRICT: Lisa Anderson, Associate Superintendent
YUHSD
3150 S. Avenue A
Yuma, Arizona 85364

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

C. Indemnification: To the extent permitted by law, each PARTY does hereby covenant and agree to indemnify, defend, and hold harmless the other PARTY from and against any and all fines, suits, claims, demands, defense costs, losses, liability, actions and/or causes of action of any kind and nature (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage that may arise from that PARTY's use, operation, maintenance, or repair of the Facilities; except for those Claims which arise out of the negligent or willful misconduct of the other PARTY, its agents or employees and up to the percentage of fault of the indemnifying party for said claims.

D. Non-Discrimination Requirements: The PARTIES shall comply with State Executive Order #2009-09, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including Title VI, and all other federal and state employment and educational opportunity laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.

E. The PARTIES by their signatures below warrant and certify that they have reviewed A.R.S. Section 15-512 including but not limited to subparagraph H and further warrant that each and all of their employees, subcontractors and those for whom they have directed and direct responsibility, shall comply and cause any employee, subcontractor or employee of subcontractor or others for whom they are responsible (hereinafter "agents") to comply with A.R.S. Section 15-512. All parties, subcontractors and agents shall each obtain and possess a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1 of the Arizona Revised Code prior to coming on to DISTRICT property and failure to do so shall be a substantial breach of this Agreement.

F. Employment Eligibility: The PARTIES warrant, and shall require their subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each PARTY retains the legal right to inspect the papers of the other PARTY's employee or subcontractor employee who works on this Agreement to ensure that the PARTY or its subcontractors are complying with this warranty. Employees hired by either PARTY to provide services, whether providing those services on premises owned by the CITY or the DISTRICT, shall be the employee of the hiring PARTY only.

H. Insurance requirements:

i. Liability Insurance: DISTRICT and CITY shall each

keep and maintain in force, during the term of this Agreement and at their own expense, liability insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate covering their respective activities and for the CITY, \$5,000,000.00 per occurrence for first responder training including, but not limited to police department, fire department, and emergency medical technician training. This insurance may be comprised of self-insurance retention ("SIR") and insurance, so long as the combination of the two equals the minimum required amounts stated above. Each PARTY shall provide to the other a certificate of insurance showing such coverage. The amount of insurance shall be reviewed, and may be adjusted, every 3 years.

ii. Workers' Compensation: For purposes of workers' compensation, an employee of a PARTY to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another PARTY pursuant to this Agreement, is deemed to be an employee of both the PARTY who is his or her primary employer and the PARTY under whose jurisdiction or control or within whose jurisdictional boundaries he or she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each PARTY herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

I. Risk of Loss: The PARTY sponsoring and supervising a particular event shall bear the risk of loss, including, but not limited to, loss caused by theft, vandalism or property damage or claims arising therefrom.

J. Dispute Resolution: The PARTIES agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either PARTY, a dispute shall be submitted to mediation with a trained and neutral mediator. If mediation is unsuccessful, the PARTIES mutually agree, remaining claims, disputes, or other matters in question shall be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other PARTY to this Agreement.

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

L. Assignments and Successors: Neither PARTY shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Agreement, or assign any monies due or payable hereunder without the prior written consent of the other PARTY. Such consent shall not be unreasonably withheld.

M. Entire Agreement: This Agreement contains the entire agreement between the PARTIES, and no oral or written statement, promises, or inducements made by either PARTY or agent of either PARTY that is not contained in this written Agreement or specifically referred to in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the PARTIES and endorsed herein.

N. Conflicts of Interests Provisions: This Agreement is subject to the conflict of interest provisions of A.R.S. §38-511.

O. Venue: The PARTIES must initiate and maintain any mediation, arbitration, legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

P. Disposal of Property: The PARTIES do not anticipate that there will be any personal property to be disposed of upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

Q. Construction: Headings are solely for the PARTIES' convenience, are not a part of this Agreement, and shall not be used to interpret this Agreement. This Agreement shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have prepared it.

R. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

S. Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.

T. Independent entities: DISTRICT and CITY are independent entities and contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the PARTIES or constitute any PARTY or its agent, representative, or employee to be the agent, representative, or employee of the other PARTY for any purpose. Employees of the DISTRICT and the CITY shall not be personally liable under this Agreement.

U. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

V. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the PARTIES to this Agreement.

W. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

X. Time is of the essence.

Y. The PARTIES acknowledge that the CITY's performance of the Agreement is contingent in part upon the DEVELOPER's performance of third party agreements between CITY and DEVELOPER. Failure of DEVELOPER to perform said third party agreements shall be grounds for termination of this Agreement and obligations thereunder except for obligations that expressly survive any termination as set forth in the Agreement.

[Intentionally left blank, signatures continue on next page]

DATED this _____ day of _____, 2017

CITY OF SAN LUIS,
a municipal corporation

YUMA UNION HIGH SCHOOL
DISTRICT#70

By _____
Gerardo Sanchez
Mayor

By _____
Toni Badone
Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Kay Marion Macuil
San Luis City Attorney

By _____
YUHSD Attorney

ATTEST:

Sonia Cornelio
San Luis City Clerk

I hereby state that I am an attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2017

By _____
Kay Marion Macuil
San Luis City Attorney

I hereby state that I am an attorney for Yuma Union High School District #70 (YUHSD), State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to YUHSD under the laws of the State of Arizona.

Dated this ____ day of _____, 2017

By _____
YUHSD Attorney

Exhibit “A”

Exhibit “B”

Exhibit “C”

Exhibit “D”

Exhibit B



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1145

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING LAS QUINTAS DE SAN LUIS II DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, L.L.C.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Las Quintas de San Luis II project to be located in San Luis, Arizona; and

WHEREAS, Edais Engineering, Inc. is agent for the Owner; and

WHEREAS, A.R.S. § 9-500.05 grants power to a municipality to enter into development agreements; and

WHEREAS, the parties desire to enter into such agreement; and

WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

WHEREAS, A.R.S. § 9-462.01 grants power to a municipality to impose conditions upon a change of zoning;

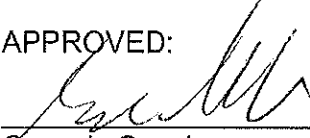
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved contingent upon rezoning to R1-6 passing;

SECTION 2. That the development agreement proposed by city staff is a condition upon rezoning to R1-6 if the rezoning passes.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 25th day of May, 2016.

APPROVED:



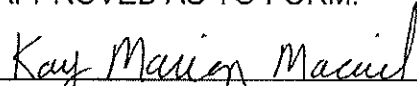
Gerardo Sanchez
Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

DEVELOPMENT AGREEMENT NUMBER 1

Rezoning Case Number 2016-065

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of 25th day of May, 2016 ("**Effective Date**") by and between the City of San Luis an Arizona municipal corporation (the "**City**") and Nieves Riedel, Riedel Holdings, L.L.C., (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number 1145-Las Quintas de San Luis II.

RECITALS

- A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and
- B. WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, owns approximately 27.58 acres located in the municipal limits of the City (the "**Property**") real property located south of County 22 Street roughly between the East Main Canal, Las Quintas Subdivision, and Bienestar Estates #7 which is more specifically described herein; and
- C. WHEREAS, Edais Engineering, Inc. is agent for the Owner; and
- D. WHEREAS, the Owner has requested rezoning of the Property from Rural Area Residential (RA-10) to Medium Density Residential (R1-6); and
- E. WHEREAS, this Agreement is consistent with the portions of the City's General Plan applicable to the Property on the date this Agreement is executed; and
- F. WHEREAS, this is a preliminary agreement solely to approve the Conceptual Plan and to outline some of the provisions to be included in plats and site plans submitted by the Owner in connection with the Development of the Property; and
- G. WHEREAS, following additional revisions to the Conceptual Plan and submission to the City for review and approval, this Agreement shall be replaced by an Amended and Restated Development Agreement ("**Amended Agreement**"); and
- H. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 1145, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1. Certificate of Completion as used in this Agreement, shall mean a final written acceptance of the completed and inspected project issued by the Development Services Department and Public Works Department. A certificate of completion will not be issued until the entire project is completed in conformance with this Agreement and accepted by the City.

1.2. City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

1.3. Owner shall mean and refer to Nieves Riedel, Riedel Holdings, L.L.C. and any successor in ownership.

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be, pursuant to the terms of the Amended Agreement.

1.5. Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit A.

ARTICLE 2. DEVELOPMENT PLAN

2.1. Duration of Development Agreement. The term of this Agreement shall continue until the date of the Amended Agreement, at which time this Agreement shall terminate.

2.2. Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the nonbreaching party shall have their respective remedies set forth in Section 6.3 of this Agreement.

2.3. Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's building and development requirements (hereinafter collectively called "**Approval Requests**"). City

approves the Conceptual Plan attached hereto as Exhibit B for the development of the Property and agrees that said Plan can be built by Owner by complying with this Development Agreement and consistent with new zoning of Medium Density Residential (R1-6) which the Owner has requested and in accordance with City's rules regulations and ordinances, as amended from time to time, and that it is consistent with the General Plan of the City. Owner will be entitled to build the heights, densities, and intensity of uses as shown on Exhibit B, provided that Owner complies with all development and zoning processes, as amended from time to time. City agrees that in connection with all approvals required by the development and zoning processes relating to the development of the Property, no extraordinary plan or review requirements will be imposed on the Owner.

2.4. Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("Submitted Materials") submitted by the Owner to the City hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible.

2.5. Manager's Power to Consent. The City hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the Owner and/or the development of the Property, and hereby authorizes and empowers the City Manager to consent to any and all requests of the Owner requiring the consent of the City hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law. Upon the City Manager's receipt of a request for consent from the Owner, the City Manager will advise the Owner if the request is one for which the City Manager is authorized to act. If the request is not one for which the City Manager is authorized to act, the City Manager will place the matter on an agenda for Council consideration.

ARTICLE 3. SOME PROVISIONS FOR ROADS, STREET LIGHTS, AND HOUSING CONSTRUCTION TO BE INCLUDED IN AMENDED AGREEMENT

3.1 Owner agrees all houses and buildings located in lots 1 thru 37, as shown in Exhibit B, shall be single story not to exceed 15 feet at the roof ridge.

3.2 City agrees to provide 50% of the installation cost of street lighting on the off-site road commonly known as Sidewinder Road as more fully described in Exhibit D.

3.3 Owner agrees to sign a street lighting improvement district for the subdivision of the rezoned parcels and provide 50% of the installation cost of street lighting on the off-site road commonly known as Sidewinder Road as more fully described in Exhibit D.

3.4 Owner agrees to redesign and rebuild County 22nd Street between Sidewinder Road and 10th Avenue in order to address visibility and safety concerns presented by the hill and curves in the road. Redesign shall comply with Yuma County Standards, AASHTO guidelines and with the engineering comments of Douglas J. Nicholls, PE in his November 4, 2014 letter to the City and incorporated in this Development Agreement as Exhibit C.

3.5 Owner agrees to provide street lighting, curb, gutter and sidewalk on the south side of County 22nd Street between Las Quintas De San Luis II subdivision and 10th Avenue.

3.6 A traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.

ARTICLE 4. INDEMNIFICATION

4.1. Owner agrees to defend, indemnify and hold harmless City, its officers, officials and employees ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

4.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Owner shall pay the reasonable costs and expenses thereof.

4.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith and Owner shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

4.4. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 5. SUBAGREEMENTS

5.1. Subordinate Development Agreements. The City and Owner hereby acknowledge that the development of the Property may be accomplished by Owner through a series of sales, leases, joint ventures and/or other agreements and arrangements with experienced developers, investors and/or owners of real property. In connection therewith, it is anticipated and contemplated by the parties that such developers, investors or owners may desire to negotiate

and enter into separate and subordinate development agreements with the City and/or Owner with respect to infrastructure Improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between such developers, investors and owners and the City and/or Owner, all to be set forth in the Amended Agreement. The parties hereby agree that any and all development agreements entered into with any such developer, investor or owner of any parcels of the Property shall be subordinate in all respects to the terms and conditions of this Agreement and the Amended Agreement, and, in the event of any conflict or discrepancy between the provisions of any such development agreement and the terms and conditions of this Agreement or the Amended the Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

ARTICLE 6. MEDIATION AND DEFAULT

6.1.Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "**City Representative**") shall be the City Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "**Developer Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

6.2.Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

6.3.Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 7. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

7.1.Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this

Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City Administrator
 City of San Luis
 P.O. Box 1170
 1090 E. Union Street
 San Luis, Arizona 85349

If to the Owner: Nieves Riedel, Riedel Holdings, L.L.C.
 1694 N. 9th Avenue
 San Luis, Arizona 85349

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

8.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

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

8.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the

Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

8.5. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties. This provision applies only to the entirety of Agreement Number 1 only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A Legal Description of Property

Exhibit B Conceptual Plan

Exhibit C Engineering Comments by Douglas J. Nicholls
dated November 4, 2014

Exhibit D Description of road commonly known as "Sidewinder Road."

8.6. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

8.7. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

8.8. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

8.9. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

8.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

8.11. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

8.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

8.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

8.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS,
an Arizona municipal corporation

THE OWNER, Nievo S Redel

By: [Signature]
Mayor

By: [Signature]
Its: OWNER

ATTEST:

By: [Signature]
City Clerk

APPROVED AS TO FORM:

Kay Marion Maciel
City Attorney

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 9th day of June, 2016 by Gerardo Sanchez, Mayor of the City of San Luis, Arizona, a municipal corporation.

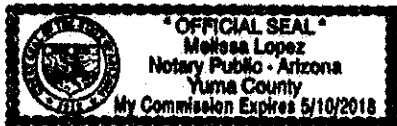


Melissa Lopez
Notary Public

My Commission Expires: 5/10/2018

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 9th day of June, 2016, by Nieves Riedel, on behalf of Nieves Riedel an owner.



Melissa Lopez
Notary Public

My Commission Expires: 5/10/2018

Exhibit A

Legal Description of Property

Development Agreement Las Quintas de San Luis II

Exhibit A

Assessor Parcel ID No. 776903003

LEGAL DESCRIPTION:

That part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6 Township 11S Range 24W lying east of East Main Canal G.&S.R.&M.

Assessor Parcel ID No. 77611001

LEGAL DESCRIPTION:

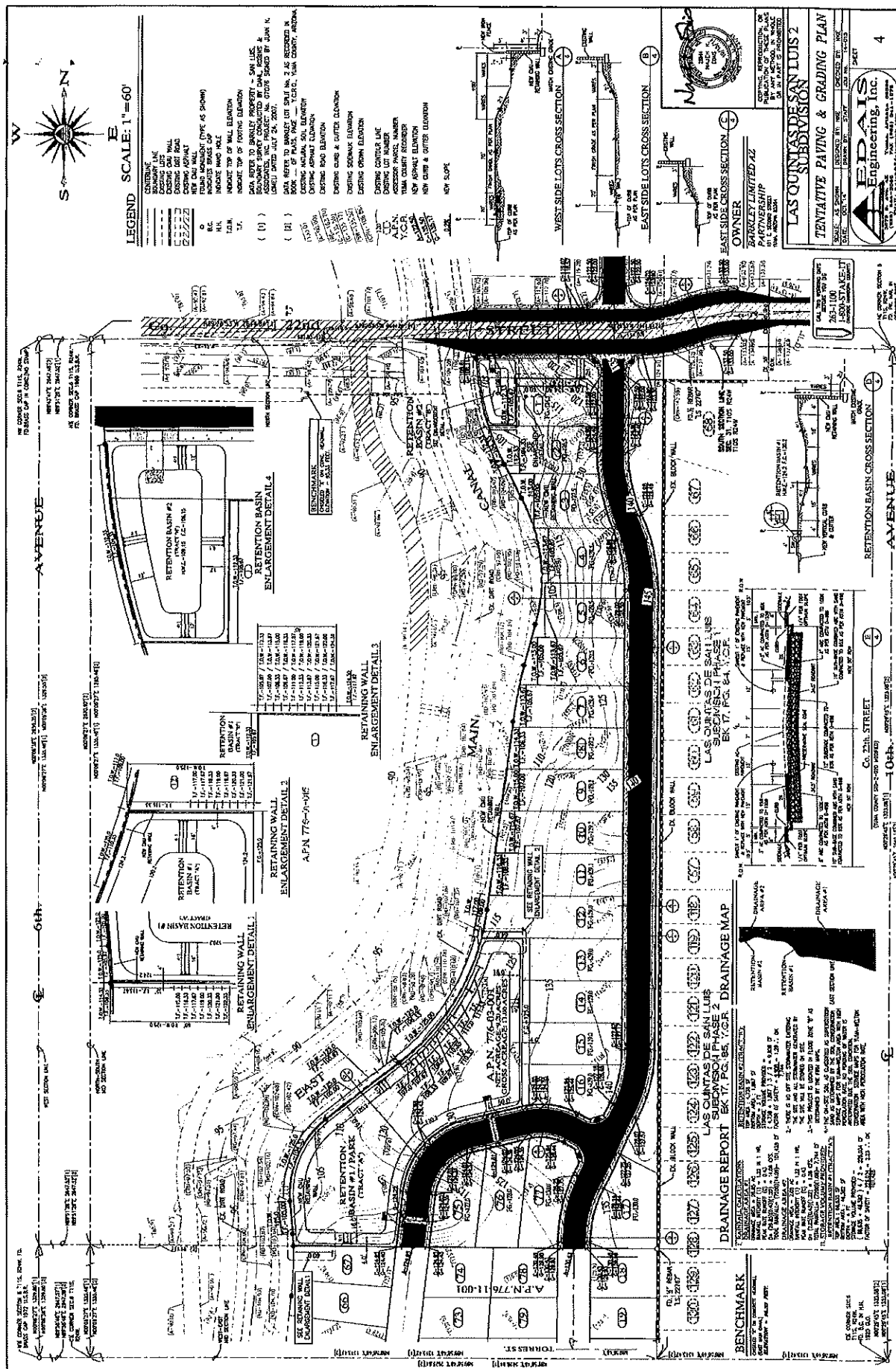
That part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6 Township 11S Range 24W lying east of the East Main Canal G.&S.R.&M.

Exhibit B

Conceptual Plan

Development Agreement Las Quintas de San Luis II

Exhibit B





Core Engineering Group, PLLC
200 E. 16th Street, Suite # 180
Yuma, Arizona 88364

voice 928-344-5931
fax 928-344-5932

www.CoreEngineeringGroup.com

November 4, 2014

John Starkey
Director of Building Safety
Department of Public Works
1090 E. Union Street
PO Box 3780
San Luis, AZ 853498

Re: Las Quintas de San Luis 2 Subdivision - Tentative Plat
Edias Engineering Job No. 14-015

Dear Mr. Starkey:

The below comments on the Las Quintas de San Luis 2 subdivision tentative plat submittal are based on the Subdivisions Regulations of the City of San Luis.

Tentative Plat - Sheets 1 and 2

- 1) Sheets 1 and 2 are titled "Tentative Paving & Grading Plan" on the bottom right portion of the sheet. Revise to say "Tentative Plat".
- 2) Section 4.3 (1): The legal description of the property references the "Barkley Property - San Luis, Boundary Survey Conducted by Dahl, Robin & Associates, Inc" and the "Barkley Lot Split No. 2 as recorded in Book ___ of Plats, Page __, Y.C.R.O., Yuma County, Arizona." Have these maps been recorded? If so, list the recording FEE# or map designation.
- 3) Section 4.3 (10): Label street names
- 4) Section 4.3 (14): List Curve Radii. Curve designations are shown, but no curve data (Radii, tangent length, etc.) has been provided. Similarly, line designations are shown, but no line data has been provided.
- 5) Section 4.3 (15): Show and label widths of all proposed easements (PUE, NAE, drainage, etc.)
- 6) Section 4.3 (21): List lands and parks to be dedicated to public use (if any).
- 7) Section 4.3 (26): What is the use of the property south of the subdivision?
- 8) Section 4.3 (30): List owner's name of the adjoining property.
- 9) Lot shown on Sheet 2 east of the proposed roadway between the proposed road right-of-way and subdivision boundary, north of lot 17, does not have a lot/tract designation. Please provide.

Tentative Paving & Grading Plan - Sheets 3 and 4

- 10) Section 3.21 (2): Per the drainage calculations, Retention Basin #1 (Tract "A") has a depth of 4 feet. A maximum basin depth of 3.8 feet is required unless approved by the City Engineer. If approved, a 6 foot high wrought iron fence and a 16 foot wide wrought iron gate with lock is required.
- 11) Cross Section A/4: Slopes no steeper than 3:1 are required unless specified in a Geotechnical report. Please revise or provide Geotechnical report allowing steeper slopes.

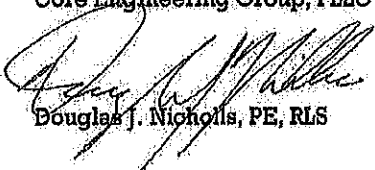
- 12) Cross Section A/4: Please provide protection to the proposed retaining wall. The wall is to be protected by a side slope no steeper than 3:1 away from the retaining wall.
- 13) Cross Section A/4: A drainage easement shall be provided to prevent construction within the drainage channel created by the cross section.
- 14) Section 3.21(4): How will the drainage channels of the west side lots connect to the retention basins? Based on top of wall elevations provided in the retaining wall enlargement details, the drainage channel is approximately 10 feet below Retention Basin # 1.
- 15) Section 3.28: While the San Luis subdivision regulations allow a 4' minimum sidewalk width, the 2010 ADA Standards for Accessible Design (Section 403.5.3) and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (Section R302.4) require a minimum 5' x 8' passing space at intervals of 200' maximum. Provide passing spaces as required.
- 16) Please note that all sidewalk ramps shall meet ADA requirements. Current Yuma County standard drawings may require alteration to meet ADA requirements.
- 17) Modify the location of the horizontal s-curve along Co. 22nd Street based on the analysis of horizontal and vertical sight distances per AASHTO guidelines.
- 18) Provide existing grades of the east adjoining properties to allow grading analysis.
- 19) How will the proposed east side roadway shown on sheet 4 be constructed per cross section C/4? Based on the existing contours, the roadway is approximately 15 feet lower in elevation. Assuming a 2:1 slope is allowed by a geotechnical investigation, there would need to be about 30 feet from the eastern existing subdivision screen wall for construction.

Tentative Water & Sewer Plan - Sheets 5 and 6

- 20) Provide sewer manhole between lots 105 and 99 to allow sufficient area for sewer line maintenance within the right-of-way.
- 21) Lower invert elevations on manholes 17 to 22 to provide drainage of manhole 13. Manhole 13 has an invert of 117.14, while the downstream manhole (MH 17) has an invert of 120.04.
- 22) The sewer line from manhole 17 to 22 is approximately 20 feet lower than existing ground elevation. How will this be constructed in regards to eastern adjoining property? Provide grades of the east adjoining properties to allow analysis.

Please contact us if you have any questions.

Sincerely,
Core Engineering Group, PLLC


Douglas J. Nicholls, PE, RLS



EXP. 3/31/16

Exhibit D

Description of road commonly known as “Sidewinder Road”

Development Agreement Las Quintas de San Luis II

Exhibit D

2015-03579 WARRANTY DEED
02/19/2015 03:41:04 PM Pages: 5 Fees: \$10.00
Requested By: DAHL ROBINS & ASSOCIATES INC
Recorded By: despinoza
Robyn Stallworth Pouquette County Recorder, YUMA County AZ



When Recorded Mail To:
City of San Luis
P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

WARRANTY DEED

GRANTOR (Name, Address, Zip Code)

Barkley Limited Partnership
1818 Letvin Avenue South
Yuma, Arizona 85365

GRANTEE (Name, Address, Zip Code)

City of San Luis
A Municipal Corporation
P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

Subject Real Property (Legal Description)

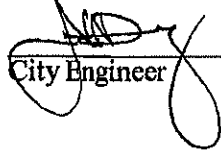
That portion of Section 6, Township 11 South, Range 24 West, Gila & Salt River Base & Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the northwest corner of the SE $\frac{1}{4}$ of said Section 6;
Thence N 89°58'48" E along the north line on said SE $\frac{1}{4}$ of Section 6 a distance of 297.12 feet;
Thence N 30°05'55" E a distance of 59.02 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 59°54'05" East;
Thence northeasterly along said curve, concave northwesterly, of radius 1487.00 feet through a central angle of 23°20'42" an arc distance of 605.88 feet to the end of said curve;
Thence N 06°45'13" E a distance of 634.07 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 83°14'47" East;
Thence northeasterly along said curve, concave northwesterly, of radius 457.00 feet through a central angle of 10°11'50" an arc distance of 81.34 feet to the TRUE POINT OF BEGINNING;
Thence continuing northeasterly along said curve, concave northwesterly, of radius 457.00 feet through a central angle of 07°01'47" an arc distance of 56.07 feet to the beginning of a curve, concave southeasterly having a radial bearing of South 79°31'36" West;
Thence northeasterly along said curve, concave southeasterly, of radius 273.00 feet through a central angle of 61°59'57" an arc distance of 295.41 feet to the end of said curve;

Thence N 51°31'33" E a distance of 136.00 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 38°28'27" East;
 Thence northeasterly along said curve, concave northwesterly, of radius 277.00 feet through a central angle of 44°51'17" an arc distance of 216.85 feet to the end of said curve;
 Thence N 06°40'16" E a distance of 351.00 feet to the beginning of a curve, concave southwesterly having a radial bearing of South 83°19'44" East;
 Thence northwesterly along said curve, concave southwesterly, of radius 277.00 feet through a central angle of 39°17'34" an arc distance of 189.96 feet to the beginning of a curve, concave northeasterly having a radial bearing of South 57°22'41" West;
 Thence northeasterly along said curve, concave northeasterly, of radius 323.00 feet through a central angle of 29°35'26" an arc distance of 166.81 feet to the end of said curve;
 Thence S 89°28'53" E a distance of 92.67 feet to the westerly right-of-way line of the East Main Canal and the beginning of a curve, concave northeasterly having a radial bearing of South 84°14'46" West;
 Thence Southeasterly along said curve, concave northeasterly, of radius 465.30 feet through a central angle of 22°51'24" an arc distance of 185.62 feet to the end of said curve;
 Thence S 28°36'38" E along said westerly right-of-way line of the East Main Canal a distance of 55.90 feet to the beginning of a curve, concave southwesterly having a radial bearing of North 61°23'22" East;
 Thence Southwesterly along said curve, concave southwesterly, of radius 138.20 feet through a central angle of 44°00'00" an arc distance of 106.13 feet to the end of said curve;
 Thence S 15°23'22" W along said westerly right-of-way line of the East Main Canal a distance of 62.70 feet to the beginning of a curve, concave southeasterly having a radial bearing of North 74°36'38" West;
 Thence Southwesterly along said curve, concave southeasterly, of radius 771.80 feet through a central angle of 07°20'00" an arc distance of 98.78 feet to the end of said curve;
 Thence S 08°03'22" W along said westerly right-of-way line of the East Main Canal a distance of 279.80 feet to the beginning of a curve, concave northwesterly having a radial bearing of South 81°56'38" East;
 Thence Southwesterly along said curve, concave northwesterly, of radius 232.90 feet through a central angle of 44°50'00" an arc distance of 182.24 feet to the end of said curve;
 Thence S 52°53'22" W along said westerly right-of-way line of the East Main Canal a distance of 139.40 feet to the beginning of a curve, concave southeasterly having a radial bearing of North 37°06'38" West;
 Thence Southwesterly along said curve, concave southeasterly, of radius 248.20 feet through a central angle of 57°30'00" an arc distance of 249.08 feet to the end of said curve;
 Thence S 04°36'38" E along said westerly right-of-way line of the East Main Canal a distance of 48.80 feet to the beginning of a curve, concave northwesterly having a radial bearing of North 85°23'22" East;
 Thence Southwesterly along said curve, concave northwesterly, of radius 355.30 feet through a central angle of 01°26'36" an arc distance of 8.95 feet to the end of said curve;
 Thence N 89°44'59" W a distance of 65.08 feet to the TRUE POINT OF BEGINNING.

Exempt from Affidavit and Filing fees (A.R.S. 11-1134 A.3.)

Description Verified by:


City Engineer

2/17/2015
Date

For Valuable Consideration, Grantor:

Covenants that Grantor is seized of Subject Real Property and that Grantee shall quietly enjoy Subject Real Property.

Conveys to Grantee all rights, title and interest of Grantor in Subject Real Property together with all rights and privileges appurtenant or to become appurtenant thereto on the effective date, being the date and time of recordation of this instrument;

Warrants the title against all persons whomsoever, subject to matters set forth and warrants that Grantor will execute or procure any further necessary assurance of title.

Grantor further covenants for Grantor and successors of Grantor its further assurance of this grant and of the aforesaid warranties and covenants.

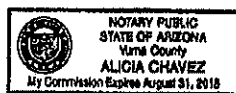
Dated this 3rd day of FEBRUARY, 2015.


Signature of Grantor(s)

ACKNOWLEDGEMENT

State of Arizona)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 3rd day of February, 2015, by ROBERT K BARKLEY.
IN WITNESS WHEREOF, I have hereunto set by hand and official seal.




Notary Public

My Commission Expires:
August 31, 2015

State of Arizona)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.
IN WITNESS WHEREOF, I have hereunto set by hand and official seal.

Notary Public

My Commission Expires:

Acceptance:

City of San Luis



Robert A. Eads
City Manager

2/18/15
Date

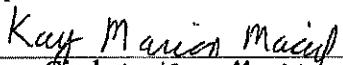
Attest:



Sonia Cornelio
City Clerk

2/18/2015
Date

Approved as to Form:



~~Glenn Gumbut~~ Kay Marion Macuil
Asst. City Attorney

2-18-2015
Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.D.

Meeting Date: 03/22/2017

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1178. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting an Intergovernmental Agreement with Yuma Union High School District #70 (San Luis High School) and the City of San Luis regarding the joint development and construction of infrastructure, a utility easement and ancillary facilities located on Yuma Union High School District #70 property. (CONTINUED ITEM FROM REGULAR CITY COUNCIL MEETING HELD MARCH 8, 2017) **(Kay Marion Macuil, City Attorney)**

SUMMARY:

This Agenda Item and the Agenda Item on the First Amendment to the Development Agreement for Las Quintas De San Luis II are together on the Agenda as they must be considered together. The reason they need to be considered together is that all of the obligations of the City in the Intergovernmental Agreement (IGA) with the High School District are contracted to the Developer of Las Quintas De San Luis II. If the vote is for approval of one agenda item, the vote must be for approval of both.

The City of San Luis and Yuma Union High School District #70 wish to enter into an Intergovernmental Agreement in which the school will provide a utility easement that will connect to Las Quintas De San Luis II Subdivision. This is the shortest line to the existing lift station and it is a gravity line rather than a forced line.

The City and the High School District have entered into a previous IGA which allows City recreational activities on the school recreational areas so improvements in the area will benefit both the High School District and the City.

Here is a summary of the IGA. In exchange for the easement from the High School District, the City (through the agreement with Riedel Holdings, L.L.C. and Nieves Riedel) is to move the fence currently in place ten (10) feet south, to provide a wastewater line, then 45 days after building the wastewater line build a concession stand and a restroom both for the recreational areas, and hold a fund of \$4,500.00 to be used for any future fees the City may impose on the district into the future. If the concession stand and restroom are not built, then the school has the option of taking the \$15,000.00. Riedel Holdings, L.L.C. has already provided to the City a \$19,500.00 cashier's check to cover these funds. If the \$15,000.00 is not used it will be returned to Riedel Holdings, L.L.C. plus any interest accrued. The High School District did not want a time limit on the \$4,500.00 so that amount cannot be returned to Riedel Holdings, L.L.C.

If the wastewater line is not built within 5 years then the City returns the easement to the High School District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1178.

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: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

All the costs for this IGA have been shifted by contract to Riedel Holdings, L.L.C. and Nieves Riedel.

Attachments

Resolution No. 1178

IGA Yuma Union HS Easement 3/22/2017



Resolution

No. 1178

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH YUMA UNION HIGH SCHOOL DISTRICT #70 (SAN LUIS HIGH SCHOOL) AND THE CITY OF SAN LUIS REGARDING THE JOINT DEVELOPMENT AND CONSTRUCTION OF INFRASTRUCTURE, A UTILITY EASEMENT AND ANCILLARY FACILITIES LOCATED ON YUMA UNION HIGH SCHOOL DISTRICT #70 PROPERTY.

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

Section 1. That the Intergovernmental Agreement, attached here as Exhibit 1, is hereby approved;

Section 2. That the City Manager or designee are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to put the agreement into effect.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this ____ day of February, 2017.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN YUMA UNION HIGH SCHOOL DISTRICT #70 (SAN LUIS HIGH SCHOOL) AND THE CITY OF SAN LUIS REGARDING THE JOINT DEVELOPMENT AND CONSTRUCTION OF INFRASTRUCTURE, A UTILITY EASEMENT AND ANCILLARY FACILITIES LOCATED ON YUMA UNION HIGH SCHOOL DISTRICT #70 PROPERTY

THIS AGREEMENT, made and entered into this ____ day of _____, 2017 by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY" and the YUMA UNION HIGH SCHOOL DISTRICT #70, hereinafter referred to as "DISTRICT"; the CITY and DISTRICT hereinafter collectively referred to as the "PARTIES."

WHEREAS, the CITY is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, the DISTRICT is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, pursuant to Section 11-951 *et seq.*, cities and Arizona Union School Districts (districts) may enter into agreements for the cooperative development, design, construction, maintenance, and operation of essential infrastructure, the development of Ancillary Facilities and the use of Recreational Facilities utilizing said infrastructure on property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation; and

WHEREAS, the DISTRICT has recreation facilities such as baseball fields, football fields, a running track and additional space for other and Ancillary Facilities, that could be used for community health, education, and enrichment opportunities provided through the CITY during non-school hours as previously agreed upon in a separate Agreement entitled " Intergovernmental Agreement Regarding Joint Use of Recreational Facilities at Yuma Union High School District #70 (San Luis High School) and the City of San Luis" dated February 24, 2016; and

WHEREAS, the CITY and the DISTRICT have an interest in developing a wastewater line, to service those above-described DISTRICT facilities and the CITY must address the growth of the public needs in and around the DISTRICT property due to the development of a residential subdivision in the vicinity; and

WHEREAS, the CITY shall cause a wastewater line to be constructed by Riedel Holdings, L.L.C. (DEVELOPER or DEVELOPER's successor or assign) in the utility easement that is the subject of this Agreement.

WHEREAS, it is the intent that through the collaborative efforts of the PARTIES, that (1) the DISTRICT's property will be enhanced by the development of such a

wastewater line on the DISTRICT's property, (2) the wastewater line will include three (3) stub-outs for the DISTRICT's use for a concession stand, restroom and as the DISTRICT further desires, (3) that the CITY shall cause a concession stand and restroom to be constructed (the "Construction") on the property at issue in this agreement, to the DISTRICT's reasonable satisfaction or alternatively the CITY will establish a fund (Concession Stand and Restroom Fund) in the amount of Fifteen Thousand Dollars (\$15,000.00) payable to the DISTRICT for the same purpose. At the DISTRICT's written election the CITY shall cause said Construction to be initiated no later than forty-five (45) days after completion of the wastewater line and said Construction to be completed one hundred and eighty (180) days after initiation or, as the DISTRICT may direct, the CITY shall pay over to the DISTRICT the Fifteen Thousand Dollar (\$15,000.00) Concession Stand Fund upon completion of the wastewater line and upon forty-five (45) days written demand by the DISTRICT. (4) that the DEVELOPER will dedicate the wastewater line to the CITY and the CITY will operate, maintain and otherwise be responsible for the wastewater line.

WHEREAS, it is the desire of the PARTIES to act collaboratively in developing the mutually needed infrastructure and in the development and use of Recreational Facilities and Ancillary Facilities to support the Recreational Facilities to provide essential services and to conduct recreational programs that provide maximum public benefit; and

WHEREAS, it is good policy to cooperate in the development of the infrastructure and ancillary facilities noted above that can enhance the DISTRICT's current use and ensure adequate infrastructure for further development and that can be used for school enrichment, physical fitness, athletics, and public recreation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, benefits and agreements of the PARTIES herein contained and as more fully explained below, it is agreed as follows:

Section 1. Purpose

The purpose of this Agreement is to establish the rights, duties and responsibilities of the PARTIES for the development, design, construction, maintenance and operation of the above-referenced infrastructure ("wastewater line") and the collaboration of the PARTIES for obtaining Ancillary Facilities in the joint use of Recreational Facilities owned by the DISTRICT as represented in the picture attached hereto and made a part hereof as Exhibit A. The Facilities identified on the attached Exhibit "A" are the property of the DISTRICT and shall be referred to herein individually as a "DISTRICT Facility," and collectively as the "DISTRICT Facilities" as further defined in Section 4. A separate agreement between these parties addresses the joint use of DISTRICT Facilities. That agreement is dated February 24, 2016 and is entitled "Intergovernmental Agreement Regarding Joint Use of Recreational Facilities at Yuma Union High

School District #70 (San Luis High School) and the City of San Luis" (passed by CITY Resolution Number 1130).

Section 2. Term

This Agreement will become effective as of the date indicated above, and will terminate ten (10) years thereafter, unless terminated earlier as provided in Section 3, or renewed. However, Section 3 and 5 of this Agreement, the utility easement ("Easement") and understandings and conditions relative thereto as described herein and in the document granting the Easement, shall survive the term and remain in full force and effect subject to the specific terms and conditions of said Utility Easement (see Section 5).

Section 3. Termination

This Agreement may be terminated at any time by mutual agreement of the PARTIES or either PARTY may terminate this Agreement, with or without cause, upon one hundred eighty (180) days written notice to the other PARTY of intent to terminate. In the event of any termination of this Agreement, the Easement and understandings and conditions relative thereto as described herein and in the Easement, shall survive and remain in full force and effect subject to the specific terms and conditions of said Easement (see Section 5). Further, the DISTRICT's right to the Concession Stand\Restroom Fund and Fees Fund as noted at Section 5 (C) (i) and (C) (x) respectively shall survive the expiration of the Term noted in Section 2 above and any other termination and be valid and enforceable rights of the DISTRICT unless the Easement has been surrendered by the CITY and the Easement property has been returned in its pre-agreement condition. Said funds shall remain due and payable regardless of any termination unless the Easement has been so surrendered and returned.

Section 4. Facilities

The Facilities identified on the attached Exhibit "A" are the property of the DISTRICT and shall be referred to herein individually as the "DISTRICT Facility," and collectively as the "DISTRICT Facilities." Facilities may include, but not be limited to, buildings and grounds, recreational or athletic facilities, parking areas, concession stand, restroom and other Ancillary Facilities.

Ancillary Facilities are the facilities that may be developed by the PARTIES pursuant to Section 6 herein in support of the Recreational Facilities.

Section 5. Infrastructure Wastewater Line

A. The PARTIES shall collaborate regarding the plans for development, design, construction, operation and maintenance of the wastewater line on the North border of the San Luis High School campus as depicted on the aerial photograph attached hereto and made a part hereof as Exhibit A, and as

legally described in the legal description attached hereto and made a part hereof as Exhibit B.

B. The DISTRICT will grant to the CITY a limited, non-exclusive, 30-foot wide, utility easement ("Easement") for a wastewater line as depicted on Exhibit A and legally described in Exhibit B, subject to terms and conditions as set forth herein and in the Easement. The proposed Easement document is attached as Exhibit C.

C. As consideration for the Easement, as required by A.R.S. §15-342(10), the CITY will do the following:

i. the CITY will enhance the value of the DISTRICT's undeveloped property with a wastewater line and, as is required by A.R.S. §9-500.18, exempt the DISTRICT from CITY development fees and provide a fund ("Fees Fund") of up to \$4,500.00 for use by the DISTRICT toward any and all non-exempt wastewater related development, impact and/or connection fees of the CITY which may or could be assessed against the DISTRICT for any and all improvements which the DISTRICT may develop, construct or implement at any time in the future.;

ii. the CITY shall cause the fence, which is currently in place along the length of the Easement, to be relocated ten (10) feet south of its current location and in its current or improved condition. The PARTIES shall collaborate regarding the relocation plan for said fence and all other details relative to said relocation. The fence shall be relocated as stated above within ninety (90) days of the completion of the wastewater line.

iii. the CITY will install sufficient backflow or other such devices as necessary and as approved by the DISTRICT; provide to the DISTRICT a sealed engineer's report confirming the adequacy of the lift station presently in place for current and foreseeable usage; maintain, repair and replace as necessary the lift station associated with the wastewater line; and, install, construct, maintain, repair and replace other such devices in the wastewater line to preclude blockages, back-ups or discharges relative to the wastewater line which may intrude upon or impact DISTRICT property, operations, programs or the health, safety and welfare of DISTRICT's students, staff and guests and shall repair and remediate any such occurrence at CITY's sole cost;

iv. the CITY shall cause three (3) stub-outs to the wastewater line to be provided for DISTRICT's use to serve the planned concession stand, restroom and other DISTRICT uses as noted on Page 2 above. The location of the stub-outs shall be approved by the DISTRICT and approval shall not be unreasonably withheld;

v. the CITY not the DISTRICT shall be responsible for a

suitable and safe development, design, and construction of the wastewater line and the CITY not the DISTRICT shall be responsible for maintenance, repair, and replacement of the wastewater line and related systems, including all cost and claims of any nature arising therefrom;

vi. the CITY will timely provide to the DISTRICT written notice of any intended construction, modification or maintenance to be performed by the CITY and/or by the DEVELOPER at least sixty (60) days prior to said action, plan all such activities with the DISTRICT to minimize any impact on DISTRICT operations or programs, and to further ensure the health, safety and welfare of students, staff and DISTRICT guests;

vii. the CITY will provide plans to the DISTRICT for any and all proposed construction or modifications of the wastewater line and related systems for DISTRICT's review and approval, which approval shall not be unreasonably withheld;

viii. the CITY will cause a wastewater line to be developed, designed, constructed, maintained and operated in a manner that will cause minimal interruption to DISTRICT operations, programs and events, minimal limitation of DISTRICT use of the Easement area and create the least possible threat to the health, safety and welfare of DISTRICT's students, staff and guests;

ix. the CITY and the DISTRICT may collaborate to develop Recreational Facilities ("Ancillary Facilities"), as the PARTIES may mutually agree during the life of this Agreement as defined in Section 4; and

x. the CITY shall, at the DISTRICT's discretion, cause a concession stand and restroom to be constructed (the "Construction") on the property at issue in this agreement, without cost to the DISTRICT and to the DISTRICT's reasonable satisfaction or alternatively the CITY will establish a fund (Concession Stand and Restroom Fund) in the amount of Fifteen Thousand Dollars (\$15,000.00) payable to the DISTRICT for the same purpose. At the DISTRICT's written election the CITY shall cause said Construction to be initiated no later than forty-five (45) days after completion of the wastewater line and said Construction to be completed one hundred and eighty (180) days after initiation or, as the DISTRICT may direct, the CITY shall pay over to the DISTRICT the Fifteen Thousand Dollar (\$15,000.00) Concession Stand Restroom Fund upon completion of the wastewater line and upon forty-five (45) days written demand by the DISTRICT.

D. In consideration of the benefits granted to the DISTRICT by the CITY as set forth in Section 5 above, the DISTRICT shall grant a non-exclusive, 30-foot wide, utility easement ("Easement") to the CITY subject to the terms and conditions as follows:

i. Said Easement shall be limited to the right to install wastewater line and any other water or wastewater lines as mutually agreed to by the CITY and the DISTRICT. Said Easement shall include the right to install necessary related fixtures and equipment, below the ground, as may be necessary for the proper operation of the wastewater line or agreed upon water utility services, within the Easement area upon the DISTRICT's land as identified in Exhibits A and B hereto;

ii. The CITY agrees not to construct above ground lines, structures, markers, fixtures or any other similar objects without the express written agreement of the DISTRICT;

iii. The DISTRICT reserves the right to use the land within the utility easement in any manner that is not inconsistent with the rights DISTRICT grants to the CITY in said Easement;

iv. CITY agrees to take reasonable steps upon completion of construction, maintenance and other activities related to CITY's use of the Easement to restore Easement and all other adjacent or related DISTRICT property effected by such activities, to the extent practicable, to preconstruction / use conditions at CITY's sole cost;

v. CITY shall limit access to the Easement to ensure minimal impact on DISTRICT operation and programs and in a manner to ensure the health, safety and welfare of students, staff and DISTRICT guests;

vi. The CITY shall provide reasonable notice to the DISTRICT prior to coming on to DISTRICT property or the Easement, except under exigent circumstances, and shall provide such notice and engage in consultation with the DISTRICT at least ninety (90) days prior to coming on to DISTRICT property or the Easement except during construction and before acceptance of the line from the DEVELOPER at which time the notice shall be sixty (60) days. Shorter notice may be mutually agreed to;

vii. CITY understands that the DISTRICT is an Arizona Union School District and that the area contained within the Easement is adjacent to DISTRICT Recreational Facilities and is used by the DISTRICT for its programs, operations and activities involving students, staff, parents and other DISTRICT guests and CITY will use the Easement in a manner which considers DISTRICT activities as noted above and the safety of students, staff, parents and guests;

viii. For the purpose of DISTRICT's consideration and approval (which will not be unreasonably withheld) CITY shall provide DISTRICT with copies of plans and specifications for any proposed construction, modification or other similar activities at least ninety (90) days prior to the intended initiation of such activities except during construction and before

acceptance of the wastewater line from the DEVELOPER at which time the notice shall be sixty (60) days;

ix. If the CITY ceases or fails to use the Easement for a wastewater line for a period of more than five (5) consecutive years, CITY shall re-convey said Easement to the DISTRICT or successor by a duly executed quit claim deed;

x. CITY shall provide DISTRICT with a final copy of the as-builts for any construction or modifications of the wastewater line and related construction within thirty (30) days of completion of the project to assist the DISTRICT in avoiding any possible interference with the CITY's use of the Easement.

Section 6. Ancillary Facilities

A. Within sixty (60) days of the full execution of this Agreement, a team of members appointed by the DISTRICT shall meet and initiate plans for the development of a concession stand and restroom hereinbefore identified as Ancillary Facilities, to be developed, designed and constructed to serve the existing Recreational Facilities. The team shall complete a plan or plans for the Concession Stand and Restroom ("Concession Stand\Restroom") to be submitted by the DISTRICT for formal approval within one hundred eight (180) days of the initial team meeting. The DISTRICT shall agree upon the plan for the Concession Stand and Restroom within ninety (90) days of the presentation of a plan or plans to the DISTRICT by the team.

B. At the DISTRICT's election, as noted above, the CITY shall cause the Concession Stand and Restroom to be constructed as planned and without cost to the DISTRICT or pay over the Concession Stand\Restroom Fund as noted below and herein.

C. The CITY shall establish a Concession Stand\Restroom Fund to pay for costs associated with building the Concession Stand\Restroom Fund up to a cap of Fifteen Thousand (\$15,000.00) Dollars. The CITY's obligation to pay the DISTRICT the said fund shall survive any termination of the Agreement unless the Easement is surrendered by the CITY and Easement property returned to its pre-agreement condition as more fully explained in Section 3 above. The Fifteen Thousand (\$15,000.00) Dollar fund shall be paid by the CITY to the DISTRICT within and upon forty-five (45) days written request for said fund by the DISTRICT.

D. Should the DISTRICT elect to receive the Concession Stand\Restroom Fund, the DISTRICT shall be responsible for the procurement of the design, construction and other services necessary to design and construct the Ancillary Facilities and shall perform related oversight functions.

E. Should the DISTRICT elect to receive the Concession Stand\Restroom Fund, except for the Fifteen Thousand (\$15,000.00) Dollar Concession Stand\Restroom Fund, all expenses related to the procurement of said design, construction and related services and the cost of all such services and expenses related thereto and related to the Concession Stand, Restroom, are the responsibility of the DISTRICT.

F. After identification of the concession stand and restroom and development of plans therefore, the DISTRICT shall notify the CITY the terms and conditions of the CITY's use of the concession stand and restroom. The concession stand and restroom shall be the sole and exclusive property of the DISTRICT.

G. The PARTIES may collaborate to develop other Ancillary Facilities within the Recreational Facilities as the PARTIES may mutually agree during the life of this Agreement as defined in Section 4.

Section 7. General Terms and Conditions

A. Finance and Budget: Each PARTY shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken under this Agreement. In the event of non-appropriation of funds by either PARTY for any Fiscal Year this Agreement is effective, this Agreement will terminate at the end of period for which funds are appropriated unless the PARTIES agree to a modification of this Agreement.

B. Notice: Notices or other communications to the CITY regarding this Agreement shall be either delivered personally by process service or sent by registered or certified mail, postage prepaid, addressed to:

If to CITY: Tadeo A. De La Hoya, City Manager
1090 East Union Street (personal service)
P.O. Box 1170 (by registered or certified mail)
San Luis, Arizona 85349

If to DISTRICT: Lisa Anderson, Associate Superintendent
YUHSD
3150 S. Avenue A
Yuma, Arizona 85364

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

C. Indemnification: To the extent permitted by law, each PARTY does hereby covenant and agree to indemnify, defend, and hold harmless the other PARTY from and against any and all fines, suits, claims, demands, defense costs, losses, liability, actions and/or causes of action of any kind and nature (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage that may arise from that PARTY's use, operation, maintenance, or repair of the Facilities; except for those Claims which arise out of the negligent or willful misconduct of the other PARTY, its agents or employees and up to the percentage of fault of the indemnifying party for said claims.

D. Non-Discrimination Requirements: The PARTIES shall comply with State Executive Order #2009-09, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including Title VI, and all other federal and state employment and educational opportunity laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.

E. The PARTIES by their signatures below warrant and certify that they have reviewed A.R.S. Section 15-512 including but not limited to subparagraph H and further warrant that each and all of their employees, subcontractors and those for whom they have directed and direct responsibility, shall comply and cause any employee, subcontractor or employee of subcontractor or others for whom they are responsible (hereinafter "agents") to comply with A.R.S. Section 15-512. All parties, subcontractors and agents shall each obtain and possess a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1 of the Arizona Revised Code prior to coming on to DISTRICT property and failure to do so shall be a substantial breach of this Agreement.

F. Employment Eligibility: The PARTIES warrant, and shall require their subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each PARTY retains the legal right to inspect the papers of the other PARTY's employee or subcontractor employee who works on this Agreement to ensure that the PARTY or its subcontractors are complying with this warranty. Employees hired by either PARTY to provide services, whether providing those services on premises owned by the CITY or the DISTRICT, shall be the employee of the hiring PARTY only.

H. Insurance requirements:

i. Liability Insurance: DISTRICT and CITY shall each

keep and maintain in force, during the term of this Agreement and at their own expense, liability insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate covering their respective activities and for the CITY, \$5,000,000.00 per occurrence for first responder training including, but not limited to police department, fire department, and emergency medical technician training. This insurance may be comprised of self-insurance retention ("SIR") and insurance, so long as the combination of the two equals the minimum required amounts stated above. Each PARTY shall provide to the other a certificate of insurance showing such coverage. The amount of insurance shall be reviewed, and may be adjusted, every 3 years.

ii. Workers' Compensation: For purposes of workers' compensation, an employee of a PARTY to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another PARTY pursuant to this Agreement, is deemed to be an employee of both the PARTY who is his or her primary employer and the PARTY under whose jurisdiction or control or within whose jurisdictional boundaries he or she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each PARTY herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

I. Risk of Loss: The PARTY sponsoring and supervising a particular event shall bear the risk of loss, including, but not limited to, loss caused by theft, vandalism or property damage or claims arising therefrom.

J. Dispute Resolution: The PARTIES agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either PARTY, a dispute shall be submitted to mediation with a trained and neutral mediator. If mediation is unsuccessful, the PARTIES mutually agree, remaining claims, disputes, or other matters in question shall be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other PARTY to this Agreement.

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

L. Assignments and Successors: Neither PARTY shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Agreement, or assign any monies due or payable hereunder without the prior written consent of the other PARTY. Such consent shall not be unreasonably withheld.

M. Entire Agreement: This Agreement contains the entire agreement between the PARTIES, and no oral or written statement, promises, or inducements made by either PARTY or agent of either PARTY that is not contained in this written Agreement or specifically referred to in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the PARTIES and endorsed herein.

N. Conflicts of Interests Provisions: This Agreement is subject to the conflict of interest provisions of A.R.S. §38-511.

O. Venue: The PARTIES must initiate and maintain any mediation, arbitration, legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

P. Disposal of Property: The PARTIES do not anticipate that there will be any personal property to be disposed of upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

Q. Construction: Headings are solely for the PARTIES' convenience, are not a part of this Agreement, and shall not be used to interpret this Agreement. This Agreement shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have prepared it.

R. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

S. Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.

T. Independent entities: DISTRICT and CITY are independent entities and contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the PARTIES or constitute any PARTY or its agent, representative, or employee to be the agent, representative, or employee of the other PARTY for any purpose. Employees of the DISTRICT and the CITY shall not be personally liable under this Agreement.

U. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

V. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the PARTIES to this Agreement.

W. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

X. Time is of the essence.

Y. The PARTIES acknowledge that the CITY's performance of the Agreement is contingent in part upon the DEVELOPER's performance of third party agreements between CITY and DEVELOPER. Failure of DEVELOPER to perform said third party agreements shall be grounds for termination of this Agreement and obligations thereunder except for obligations that expressly survive any termination as set forth in the Agreement.

[Intentionally left blank, signatures continue on next page]

DATED this _____ day of _____, 2017

CITY OF SAN LUIS,
a municipal corporation

YUMA UNION HIGH SCHOOL
DISTRICT#70

By _____
Gerardo Sanchez
Mayor

By _____
Toni Badone
Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Kay Marion Macuil
San Luis City Attorney

By _____

YUHSD Attorney

ATTEST:

Sonia Cornelio
San Luis City Clerk

I hereby state that I am an attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this _____ day of _____, 2017

By _____
Kay Marion Macuil
San Luis City Attorney

I hereby state that I am an attorney for Yuma Union High School District #70 (YUHSD), State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to YUHSD under the laws of the State of Arizona.

Dated this _____ day of _____, 2017

By _____

YUHSD Attorney

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Legislation has been enacted to prohibit the state and its political subdivisions from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.:

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Exhibit “A”

COUNTY 22ND STREET

1477601003
BARKLEY LIMITED AZ PARTNERSHIP

1477601015
BARKLEY LIMITED AZ PARTNERSHIP

Ex. Sewer
Lift Station

Proposed 30' Wide City of San Luis Sewer Easement

1477611001
REIDEL HOLDINGS AZ, LLC
(Planned Las Quintas No. 2 Subdivision)

SIDEWINDER ROAD
East Main Canal

1477601016
YUMA UNION HIGH SCHOOL DIST #70
SAN LUIS HIGH SCHOOL

147760100401
BARKLEY LIMITED AZ PARTNERSHIP

147760100601
USA

**PROPOSED EASEMENT FOR CITY OF SAN LUIS
GRAVITY SEWER LINE**

Exhibit "B"

EASEMENT FOR SEWER LINE

LEGAL DESCRIPTION

The North 30 feet of the following property:

The Southeast Quarter of the Northwest Quarter and of that portion of the Southwest Quarter of the Northeast Quarter lying West of Sidewinder Road as Recorded in Fee No. 2015-03579, all in Section 6, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona.

Further described as:

Beginning at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of the Section 6, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona, said point being the True Point of Beginning;

Thence N 89°51'18" E along the North Line of the Southeast Quarter of the Northwest Quarter a distance of 1323.76 feet to the Northeast Corner of the Southeast Quarter of the Northwest Quarter;

Thence N 89°44'59" E along the North Line of the Southwest Quarter of the Northeast Quarter a distance of 595.41' to the West Right-of-Way line of Sidewinder Road;

Thence at a local tangent bearing of S 5°09'02"E through a curve to the right with a radius of 457.00 feet along the West Right-of-Way line of Sidewinder Road through an arc of 3°46'52" for a distance of 30.05';

Thence S 89°44'59" W along a line 30' South of and parallel to the North Line of the Southwest Quarter of the Northeast Quarter for a distance of 597.18';

Thence S 89°51'18" W along a line 30' South of and Parallel to the North Line of the Southeast Quarter of the Northwest Quarter a distance of 1323.76 feet to the West Line of the Southeast Quarter of the Northwest Quarter;

Thence N 0°06'33" E a distance of 30.00 to the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6 and the True Point of Beginning.



Expires 9.30.2017

Exhibit "C"

When recorded, mail to:

Ms. Toni Badone, Superintendent
Yuma Union High School District #70
3150 South Avenue A
Yuma, AZ 85364-7998

Sonia Cornelio, City Clerk
City of San Luis
P. O. Box 1170
San Luis, AZ 85349

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Yuma Union High School District #70 (YUHSD) hereinafter called GRANTOR for and in consideration of one dollar (\$1.00) and other valuable considerations the receipt of which is hereby acknowledged, does hereby grant, remise, release and forever quitclaim unto the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter called GRANTEE (1090 E. Union Street, San Luis, Arizona, 85349), a non-exclusive utility easement, subject to the terms and conditions noted herein, for the location, construction, reconstruction, maintenance, operation and repair of a wastewater line and related wastewater improvements and any and all appurtenances incidental thereto in, under, upon, over and through the following-described tract of land ("Land") situate in San Luis, Yuma County, Arizona:

PROPERTY DESCRIPTION

(The legal description of the Land is attached hereto and made a part hereof as Exhibit A.)

TERMS AND CONDITIONS OF GRANT

1. By the granting of this utility easement ("Easement") it shall not be construed to prohibit the GRANTOR from developing any adjoining property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters and other improvements along, upon, over or across said Easement or any portion thereof; provided, however, said Easement shall be kept free from additional depth of overburden, buildings, and any other structure or obstruction (except sidewalks, roadways pavement, grass, shrubs, fences, curbs and other improvements as noted above), which will interfere with the GRANTEE in entering upon said adjacent land and Easement for the purpose of laying, constructing, reconstructing, operating, repairing and maintaining a wastewater line, wastewater improvements and appurtenances including stub outs for DISTRICT

connections. Upon mutual agreement of the GRANTOR and GRANTEE easement may include other utility uses including but not limited to water service and GRANTOR permission shall not unreasonably be withheld.

2. GRANTEE shall maintain the Easement Area together with any improvements constructed or installed thereon by GRANTEE or associated with GRANTEE's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at GRANTEE's sole cost and expense.
3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, Easements, and rights of way pertaining to the Land, whether or not of record, and the related Intergovernmental Agreement between GRANTOR and GRANTEE. The use of the word "grant" shall not imply any warranty on the part of the GRANTOR with respect to the Easement or the Easement Area.
4. GRANTEE shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at GRANTEE's sole cost and expense.
5. GRANTEE shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of GRANTOR adjacent to the Easement Area.
6. GRANTEE shall not materially interfere with the use by and operation and activities of GRANTOR on its property, and GRANTEE shall use such routes and follow such procedures on GRANTOR's property as result in the least damage and inconvenience to GRANTOR.
7. GRANTEE shall be responsible for any damage to GRANTOR's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. GRANTEE shall promptly repair and restore to its original condition any of GRANTOR's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.
8. This Grant of Easement is made on the express condition that GRANTOR is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of GRANTEE's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of GRANTEE thereto or thereon, including any liability for injury or death to the person or property of GRANTEE, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of GRANTEE. GRANTEE hereby covenants and agrees to defend and indemnify GRANTOR, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to

be caused by the exercise of the Easement or use of the Easement Area by GRANTEE, however occurring, other than those caused solely by the willful or negligent acts or omissions of GRANTOR.

9. GRANTOR may terminate this Easement and all of the rights granted herein any time after five (5) years of continuous non-use of the Easement or the Easement Area by GRANTEE. In the event of such termination, the Easement shall be quitclaimed from GRANTEE to GRANTOR, without expense to GRANTOR, and any and all interest in GRANTOR's Land conveyed in this Easement shall automatically revert to GRANTOR or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by GRANTOR, GRANTEE shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of GRANTOR, all such improvements shall become the personal property of GRANTOR at no cost to GRANTOR.
10. GRANTEE alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against GRANTEE's interest in the Easement Area, or against any of GRANTOR's real property as a result of the Easement herein granted. GRANTEE shall not cause liens of any kind to be placed against the Easement Area or any of GRANTOR's real property.
11. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.
12. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

The Easement granted herein is subject to the terms and conditions attached hereto as Exhibit B and made an enforceable part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the ____ day of _____, 2017.

GRANTOR: YUMA UNION HIGH SCHOOL DISTRICT #70

By _____
Toni Badone

Its _____
Superintendent

[Signature page continues on the next 2 pages]

GRANTEE: CITY OF SAN LUIS

By _____

Its _____

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

On _____, 20____, before me, _____, a notary public in and for said County and State, personally appeared **Toni Badone, Superintendent of the Yuma Union High School District #70, Grantor**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

On _____ before me, _____, a notary public
in and for said County and State, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the
instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

San Luis High School
1250 8th Avenue
San Luis, AZ 85349

Exhibit "D"

CONFORMED COPY
2016-09939 INTERGOVERNMENTAL AGREE.
04/28/2016 02:44:11 PM Pages: 14 Fees: \$19.00
Requested By: CITY OF SAN LUIS CITY CLERK
Recorded By: askaggs
Robyn Stallworth Poudre County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

Intergovernmental Agreement
An Intergovernmental Agreement between the City of San Luis Arizona and the Yuma
Union High School District #70

**INTERGOVERNMENTAL AGREEMENT
REGARDING JOINT USE OF RECREATIONAL FACILITIES AT YUMA UNION HIGH
SCHOOL DISTRICT #70 (SAN LUIS HIGH SCHOOL) AND THE CITY OF SAN LUIS**

THIS AGREEMENT, made and entered into this 24th day of February, 2016 by and between the CITY OF SAN LUIS, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY" and the YUMA UNION HIGH SCHOOL DISTRICT #70, hereinafter referred to as "DISTRICT".

WHEREAS, the CITY is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, the DISTRICT is authorized by A.R.S. §11-952 to enter into this Agreement; and

WHEREAS, pursuant to A.R.S. §11-951 et seq., cities and schools may enter into agreements for the construction, development, cooperative maintenance, operation, and use of parks, swimming pools, and other recreational facilities on property used for public purposes if the governing bodies having charge and control of such properties give their consent and cooperation; and

WHEREAS, the DISTRICT has recreation facilities such as tennis courts, athletic fields, and running track, that could be used for community health, education, and enrichment opportunities provided through the CITY during non-school hours; and

WHEREAS, the CITY has recreation facilities such as athletic fields, swimming pools, parks, and trails that could be used for physical education and school athletic opportunities provided through the DISTRICT; and

WHEREAS, it is the desire of the parties to develop and operate facilities for joint use and to conduct recreational programs that provide maximum public benefit; and

WHEREAS, it is good policy to cooperate in the development of facilities that can be used for school enrichment, physical fitness, athletics, and public recreation.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements of the parties herein contained, it is agreed as follows:

Section 1. Purpose

The purpose of this Agreement is to establish the rights, duties and responsibilities of the parties for the joint use of recreational or athletic facilities owned by each Party.

Section 2. Term

This Agreement will become effective as of the date indicated above, and will terminate five (5) years thereafter, unless terminated earlier as provided in Section 3, or renewed.

Section 3. Termination

This Agreement may be terminated at any time by mutual agreement of the parties or either Party may terminate this Agreement, with or without cause, upon one hundred eighty (180) days written notice to the other Party of intent to terminate. Upon termination of the Agreement, each Party will assume full use and responsibility for its facilities including, but not limited to, water costs, utility costs and maintenance.

Section 4. Facilities

This Agreement authorizes the continued joint use of each Party's respective facilities, as shown on Exhibit "A" attached ("Facilities"). This Exhibit may be amended upon written approval of the City Manager or designee and the school Superintendent or designee, without further modification of this Agreement. The Facilities listed on the attached Exhibit "A" that are the property of the DISTRICT shall be referred to herein individually as a "DISTRICT Facility," and collectively as the "DISTRICT Facilities." The Facilities listed on the attached Exhibit "A" that are the property of the CITY shall be referred to herein individually as a "CITY Facility" and collectively as the "CITY Facilities". San Luis High School's northeastern practice field inside the track shall be referred to herein specifically as "DISTRICT FIELD". Facilities may include, but are not limited to, buildings and grounds, recreational or athletic facilities, and parking areas.

Section 5. Joint Use of Facilities

A. Facility Usage: Each Party will make its Facilities listed in Exhibit "A" available for use by the other Party after the scheduling requirements for each Party's own programs have been met.

1. Scheduling Overview: The DISTRICT will have use of DISTRICT Facilities, during the school year during regular school hours and after school hours or on week-ends as required by the DISTRICT athletic schedules and other school activities. The CITY will have use of DISTRICT Facilities, during the summer months and on weekends, holidays, and weeknights beginning at 6:00 p.m. during the school year, unless the Facilities are previously scheduled for DISTRICT events or DISTRICT maintenance. The CITY will have use of CITY Facilities year round. The DISTRICT may have use of CITY Facilities, unless previously scheduled by others or for CITY maintenance. Scheduling of facilities may be pre-empted by circumstances beyond the control of the parties. For example, fields may not be usable due to rain or a water line break. Use of specific facilities are further described in Exhibit "A".

2. Parking: Each Party will make each parking facility associated with each of the Facilities listed in Exhibit "A" available for use by the other Party as part of the use of the associated Facility.

B. Enforcement of Policy: DISTRICT reserves the right to enforce DISTRICT policies including, but not limited to, dress codes and policies addressing alcohol consumption, at all DISTRICT sponsored activities on CITY facilities. CITY reserves the right to enforce CITY policies at CITY sponsored events on DISTRICT facilities. The DISTRICT and the CITY shall abide by all applicable laws and regulations on each other's facilities.

C. Facility Maintenance: Each Party will maintain its own Facilities and equipment in good and reasonable repair as required by law except that the CITY shall maintain the DISTRICT's northeastern practice field inside the track ("DISTRICT FIELD"). CITY maintenance of the DISTRICT FIELD shall include turf maintenance such as watering, seeding, fertilizing, mowing and maintaining the sprinklers in good condition. The DISTRICT shall keep the CITY informed as to the methods to preserve and maintain the track. The CITY shall make all reasonable effort in its maintenance, repair, and its use of the DISTRICT FIELD

to preserve and maintain the track in reasonable condition. The DISTRICT will be solely responsible for costs of repairing any damages to the CITY Facilities that occur and were caused by the DISTRICT during DISTRICT's use of the CITY Facilities. The CITY will be solely responsible for the cost of repairing damages to DISTRICT Facilities that occur and were caused by the CITY during CITY'S use of DISTRICT Facilities. The Party responsible for the damages shall promptly notify the owning Party of any damages that occur during the responsible Party's use of the Facilities. The owning Party, upon discovering any damages reasonably believed to be caused by the other Party during the other Party's use of the Facilities, shall notify the other Party in writing of the damages and of the cost of repair. Upon receipt of the cost of repair the Party causing the damage may elect to make the necessary repairs by notifying the owner in writing of its intent to repair. If the Party who caused the damage fails to notify the owner of its intent to repair within fifteen (15) days of receipt of the notice and cost to repair, the owner may make required repairs and invoice the responsible Party for the actual, reasonable costs thereof. The responsible Party shall pay the invoice within 30 days of receipt, unless, within ten (10) days of receipt of the written notice, the responsible Party has disputed the damages or costs in writing, specifying the items in dispute and the reasons therefore. The parties will use best efforts to investigate and resolve the disagreement prior to filing any claim for damages. The term "damage" does not include ordinary wear and tear. Each Party will be responsible for routine maintenance and cleaning of its Facilities unless specifically agreed otherwise.

D. Non-Interference: Each Party agrees that use of the other Party's Facilities will not interfere with the other Party's usual conduct of its business, nor be inconsistent with the intended and normal use of the Facilities used. Each Party will communicate with each other any conduct by the other which is outside the usual conduct of business and any use inconsistent with the intended and normal use of the facility. Each Party agrees to provide necessary and appropriate supervision for activities conducted at the other Party's Facilities, to be responsible for the expenses of supervision, security, and supplies unless

otherwise noted in this Agreement, and to make reasonable efforts to inspect Facilities for safety conditions and for damage at the beginning and end of each period of use. Each Party will leave the other's Facilities in neat and orderly condition unless specifically agreed otherwise.

Section 6. Quarterly Meetings and Scheduling Confirmation Process

A. Quarterly Meetings: The CITY and the DISTRICT shall meet regularly on or about December 1, March 1, June 1 and September 1 of each year.

1. **Scheduling Meetings:** One component of the Quarterly Meetings will be the Scheduling Meeting. Representatives of the parties will meet to discuss scheduling for April through June, July through September, October through December, and January through March respectively.

2. **Other Matters Meetings:** Another component of the Quarterly Meetings will be to discuss master planning for capital improvements, issues involving the joint use of facilities, and any other matters that parties wish to discuss for the benefit of the joint use of facilities. The Representatives for the Scheduling Meeting are not required to be the same people for this meeting.

B. Scheduling: Each owner will be responsible for maintaining the schedule for its own Facilities.

C. Joint Schedule: Within two weeks following the meeting, each owner's representative shall prepare a joint use confirmation form for the quarter discussed and shall send the schedule to the other Party. The receiving Party will either approve the proposed schedule by returning it with a signature of approval or may, within 7 days, contact the other representative to discuss changes or amendments which need to be addressed. Quarterly discussions shall include review of a calendar of projected use for the coming year and shall include times when Facilities may not be used due to appropriate maintenance of facilities and maintenance of DISTRICT FIELD turf. A final, signed schedule should be in place at least three (3) months before the scheduled use for a quarter begins. During scheduling meetings, the parties shall work to resolve

any issues. The parties will in good faith discuss how to maximize the mutual benefit of the shared use of CITY and DISTRICT Facilities.

D. Scheduling Changes: CITY and DISTRICT will cooperate to seek a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in rescheduling will be to maintain program continuity, to give adequate notification of scheduling changes and, where necessary, to relocate programming. In the event of no mutually acceptable alternative, use by the owner shall take priority.

E. Health and Safety: If at any time the CITY or the DISTRICT determines that a Facility does not meet applicable health and safety standards, or that for any other reason the Facility is unsafe for use, the using Party may cancel its event and notify the owner of the unsafe conditions. The owner will have the authority to close the Facility until the unsafe conditions are rectified. Each Party will take immediate steps to notify the other Party of the cancellation/closure.

Section 7. Utilities

A. Electricity: The CITY will install and pay for a separate meter for the electricity feeding the lights for the DISTRICT FIELD. The CITY will pay for the Electricity to the lights for the DISTRICT FIELD.

B. Water: The DISTRICT will pay for the water to maintain the DISTRICT FIELD.

Section 8. Capital Improvements

A. From time to time during this Agreement each Party may make capital improvements to property of the other Party. The parties intend to work together to develop a strategic master plan for investment in capital improvements in order to best serve the recreational needs of the communities of both the CITY and the DISTRICT.

B. The CITY intends to install lights at its cost on the DISTRICT FIELD. The DISTRICT hereby agrees to the installation of the lights according to a plan to be developed by the CITY and reviewed by the DISTRICT. The Party proposing any other capital improvements will submit the proposal to the other Party for review and approval, which shall not be unreasonably withheld.

C. Upon termination of this Agreement all capital improvements (including but not limited to the lighting paid for by the CITY for the DISTRICT FIELD) shall become the sole and exclusive property of the owner of the underlying property. The underlying property owner shall reimburse the other Party who made and paid for the improvements for the reasonable depreciated value of the improvements at the time of termination. If the parties are unable to agree on the depreciated value at termination, they shall retain the services of an independent, neutral and qualified appraiser to determine the value.

Section 9. General Terms and Conditions

A. Finance and Budget: Each Party shall establish and maintain its own budget according to its established rules and policies and shall be responsible for financing its own activities undertaken under this Agreement. In the event of non-appropriation of funds by either Party for any Fiscal Year this Agreement is effective, this Agreement will terminate at the end of period for which funds are appropriated unless the parties agree to a modification of this Agreement.

B. Notice: Notices or other communications to the City regarding this Agreement shall be sent by registered or certified mail, postage prepaid, addressed to

If to CITY: Parks and Recreation Director
 Parks and Recreation Department
 City of San Luis
 PO Box 1170
 San Luis, Arizona 85349

If to DISTRICT: James Sheldahl,
 Associate Superintendent YUHSD
 3150 S. Avenue A
 Yuma, Arizona 85364

C. Indemnification: To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party from and against any and all fines, suits, claims, demands, defense costs, losses, liability, actions and/or causes of action of any kind and nature

(hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage that may arise from that Party's use, operation, maintenance, or repair of the Facilities; except for those Claims which arise out of the negligent or willful misconduct of the other Party, its agents or employees.

D. Non-Discrimination Requirements: The parties shall comply with State Executive Order #99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including Title VI, and all other federal and state employment and educational opportunity laws, rules and regulations, and also including Title VII of the Civil Rights Act of 1964, P.L. 88-854 (1964), and the Americans with Disabilities Act of 1999.

E. Employment Eligibility: The parties warrant, and shall require their subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party's employee or subcontractor employee who works on this Agreement to ensure that the Party or its subcontractors are complying with this warranty. Employees hired by either Party to provide services, whether providing those services on premises owned by the CITY or the DISTRICT, shall be the employee of the hiring Party only.

F. Insurance requirements:

1. **Liability Insurance:** DISTRICT and CITY shall each keep and maintain in force, during the term of this Agreement and at their own expense, liability insurance of not less than \$1,000,000.00 per occurrence covering their respective activities and \$5,000,000.00 per occurrence for first responder training including, but not limited to police department, fire department, and emergency medical technician training. This insurance may be comprised of self-insurance retention

("SIR") and insurance, so long as the combination of the two equals the minimum required amounts stated above. Each Party shall provide to the other a certificate of insurance showing such coverage. The amount of insurance shall be reviewed, and may be adjusted, every 3 years.

2. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his or her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he or she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

G. Risk of Loss: The Party sponsoring and supervising a particular event shall bear the risk of loss, including, but not limited to, loss caused by theft, vandalism or property damage or claims arising therefrom.

H. Dispute Resolution: The parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. Upon written request by either Party, a dispute shall be submitted to mediation with a trained and neutral mediator. If mediation is unsuccessful, the parties mutually agree, remaining claims, disputes, or other matters in question shall be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other Party to this Agreement.

I. Costs and Attorney Fees: In the event any action, suit, or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action

or proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.

J. Assignments and Successors: Neither Party shall assign its rights, nor delegate its duties, or otherwise dispose of any right, title, or interest in all or any part of this Agreement, or assign any monies due or payable hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

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

L. Conflicts of Interests Provisions: This Agreement is subject to the conflict of interest provisions of A.R.S. §38-511.

M. Venue: The parties must initiate and maintain any mediation, arbitration, legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

N. Disposal of Property: The parties do not anticipate that there will be any personal property to be disposed of upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

O. Construction: Headings are solely for the parties' convenience, are not a part of this Agreement, and shall not be used to interpret this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

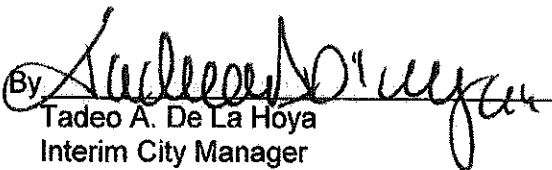
P. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

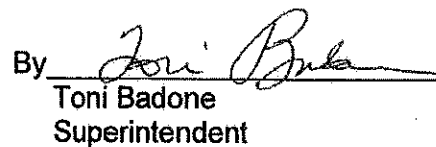
Q. Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance.

R. Independent entities: DISTRICT and CITY are independent entities and contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any Party or its agent, representative, or employee to be the agent, representative, or employee of the other Party for any purpose. Employees of the DISTRICT and the CITY shall not be personally liable under this contract.

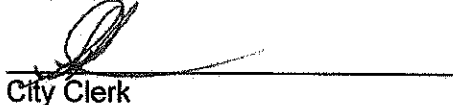
CITY OF SAN LUIS
a municipal corporation

YUMA UNION HIGH SCHOOL
DISTRICT #70

By 
Tadeo A. De La Hoya
Interim City Manager

By 
Toni Badone
Superintendent

ATTEST:


City Clerk

I hereby state that I am an attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 2 day of March,
2016

By 
City Attorney

I hereby state that I am an attorney for Yuma Unified High School District (YUHSD), State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the YUHSD under the laws of the State of Arizona.

Dated this 31st day of March,
2016

By 
YUHSD Attorney

Exhibit "A" Facilities

(Note: Use of Facilities include use of associated parking.)

<u>City Facilities</u>	(CITY Facilities)	<u>YUHSD #70 Facilities</u> (DISTRICT Facilities)
San Luis Baseball/ Softball Fields		San Luis HS northeastern practice field inside the track
San Luis Baseball/ Softball Fields		(DISTRICT Field)
		San Luis HS track
		San Luis HS Tennis Courts
		**San Luis HS Performing Arts Center
		***San Luis HS Main Soccer Field
		**** San Luis HS Campus

.....

Use of Specific Facilities:

*San Luis Aquatic Center

The San Luis Aquatic Center will be used by the DISTRICT for official in-season Swimming Team practices. The CITY will not charge the DISTRICT a fee for life guards.

**San Luis HS Performing Arts Center

The San Luis HS Performing Arts Center will be used by the CITY for 2 events annually. The DISTRICT will not charge the CITY any fees or costs including but not limited to rental fee, costs of auditorium manager, security, student workers, and custodial services. Dates for the CITY events must be mutually agreed upon by the CITY and the DISTRICT.

Additional dates will be charged to the CITY at the DISTRICT's regular non-profit rate. Dates for additional CITY event must be mutually agreed upon by the CITY and the DISTRICT.

***San Luis High School Main Soccer Field

Soccer League Championship Games: If CITY games are played prior to the beginning of the AIA winter season, they may be scheduled with the DISTRICT and played on the main field under the lights at no rental fee for 3 games but operational costs will apply. Operational costs are outlined in DISTRICT Facilities rental fee schedule.

CITY's additional use of the main field will be scheduled with the DISTRICT and charged at the regular non-profit rate, as per the District Facilities Rental Fees Schedule

At all times CITY soccer games will only be played when the main field is lined for soccer and not in use by the school. The CITY will not schedule adult soccer games for the main field.

**** San Luis HS Campus: There shall be limited San Luis HS campus use for the CITY's police department and fire department training.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.E.

Meeting Date: 03/22/2017

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

Submitted By: Janet Taylor, Legal Secretary, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No.1179. A resolution of the Mayor and City Council of the City of San Luis, Arizona electing overlapping terms for the Directors of the Industrial Development Authority of the City of San Luis, Arizona . **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The Industrial Development Authority of the City of San Luis (IDA) was created by the City for the purchase of the Price Center. Since that time it has not had a project. However, the entity is kept active to be ready in case a project comes along.

On July 29, 2015 City Council appointed all new Directors because the terms of all the Directors had expired. Under State Statute, the Directors are to have overlapping terms and the City Council must determine which directors serve which terms. In November of 2015 the IDA met and voted to recommend which directors would serve which terms. The Directors voted to have the terms as follows:

2-year term: Rosa Varela and Gary Black

4-year term: Francisco Magallon and Marco Pinzon

6-year term: Maria Gonzalez and Eduardo Vasquez

Staff is recommending that the City Council follow their recommendation by the attached proposed resolution.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 1179.

Supporting information not attached to the Agenda Item Review Form:

Please see attached supporting documents.

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:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact.

Attachments

Resolution No. 1179



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 1179

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA ELECTING OVERLAPPING TERMS FOR THE DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, elected Directors of The Industrial Development Authority of The City of San Luis, Arizona (the "IDA"), on July 29, 2015.

WHEREAS, it is incumbent upon the Mayor and City Council of the City of San Luis, Arizona to elect overlapping terms of the IDA Directors by A.R.S. § 35-705.

WHEREAS, the IDA Directors met on November 16, 2015 and voted for their overlapping terms and recommend the same to City Council.

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

Section 1: The Mayor and City Council of the City of San Luis, Arizona elect the Directors of The Industrial Development Authority of the City of San Luis, Arizona (the "IDA") to hold the following terms, starting July 29, 2015 as follows:

2 year term: Rosa Varela and Gary Black
4 year term: Francisco Magallon and Marco Pinzon
6 year term: Maria Gonzalez and Eduardo Vasquez

Section 2: The Directors of the IDA, are hereby authorized, empowered and directed, in the name and on behalf of the IDA, to take such action as may be necessary or desirable to carry out the intents and purposes of this resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2017.

Gerardo Sanchez, Mayor

Resolution No. 1179
Page 2

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

City Attorney