



## NOTICE OF REGULAR COUNCIL MEETING

In accordance with §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, October 25, 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 25 de Octubre 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**  
**October 25, 2017**  
**7:00 p.m.**

**PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. PRESENTATION**
  - 4. A.** Presentation by Luis Ramirez Thomas, President for Ramirez Advisors Inter-National, LLC.
- 5. CONSENT AGENDA**

All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
- 5. A. MINUTES OF**
  - Work Session held July 5, 2017
  - Regular City Council meeting held July 12, 2017
- 5. B. DISBURSEMENTS FROM OCTOBER 1, 2017 THROUGH OCTOBER 15, 2017**

**\$639,322.08** (Six Hundred, Thirty-Nine Thousand, Three Hundred, Twenty-Two Dollars and Eight Cents)
- 5. C.** Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**
- 5. D.** Discussion and possible action on any and all matters regarding the transfer of funds from the Ambulance Enterprise accounts to the Fire Department accounts for Fiscal Year ending June 30, 2017. **(Hank Green, Fire Chief)**

**5. E.** Discussion and possible action on any and all matters regarding Resolution No. 2010. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental Agreement with the City of Somerton, Town of Wellton, City of Yuma, and Yuma County for the 4Fronted Binational Program. (**Jenny Torres, Economic Development Manager**)

**6. DISCUSSION AND POSSIBLE ACTION ITEM:**

**6. A.** Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2017-2018. (**Tadeo A. De La Hoya, City Manager and Jenny Torres, Economic Development Manager**)

**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**



## PRESENTATION

### Regular City Council Meeting

4.A.

Meeting Date: 10/25/2017

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Presentation Topic/Summary:

Presentation by Luis Ramirez Thomas, President for Ramirez Advisors Inter-National, LLC.

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### Attachments

Presentation

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City of  
**SAN LUIS**  
ARIZONA

# SAN LUIS/SAN LUIS RIO COLORADO PORT OF ENTRY SYSTEM,

HERMOSILLO, SONORA

OCTOBER 24, 2017

A Key Gateway for Trade, Tourism and Growth

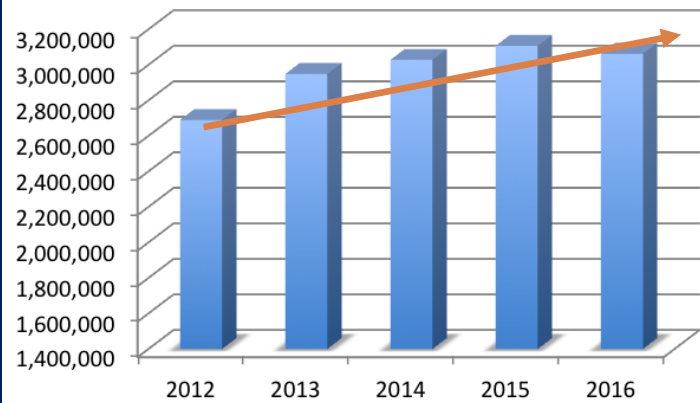
# Current Situation



- ❑ Outdated, overburdened, maxed out infrastructure
- ❑ NB Wait times have improved with expansion of SENTRI
- ❑ Heavy pedestrian traffic
- ❑ Little room for expansion on Mexican side
- ❑ Central location for repatriations

# San Luis By the Numbers

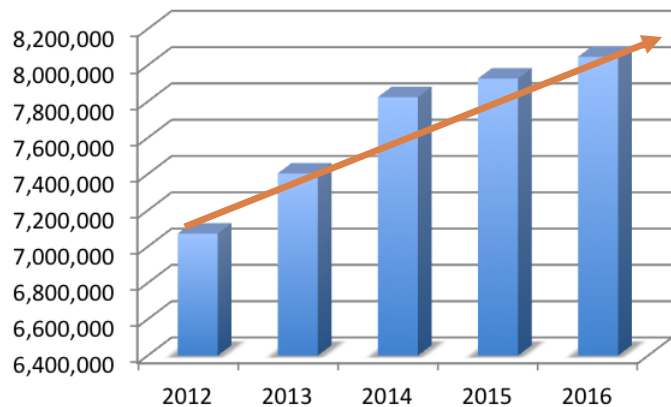
## Total Vehicles (NB)



Total vehicles increased by over 400,000 since 2012

- That is a 15% increase
- Jan-July 2017 3.8% ↑

## Total People (NB)



Total people increased by almost 1 million since 2012.

- That is a 13% increase
- Jan-July 2017 4.1% ↑

**Growth trend expected to continue!**

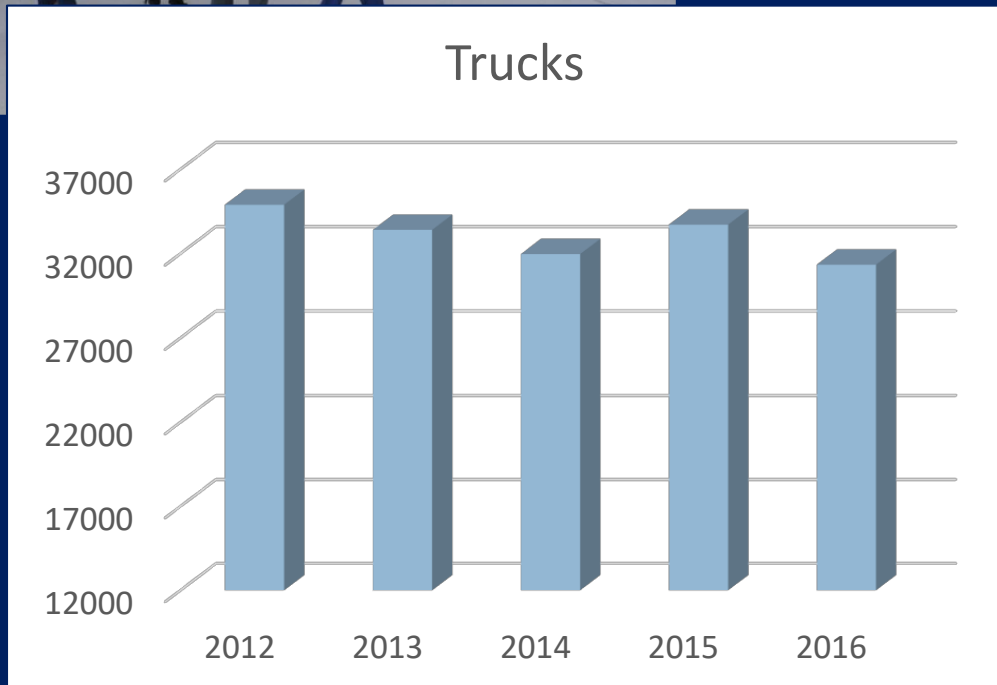
# San Luis By the Numbers



Truck Volumes increasing

❑ **8.6% ↑ in truck traffic Jan-July 2017** indicates reversal of trend:

- ❑ Unified Cargo Processing
- ❑ ADOT Safety Inspection & IBIQ Certification
- ❑ **Trucks that were crossing at Calexico are returning to San Luis**



Source: US Department of Transportation

# Traffic Management (HI-LC)

- ❑ City/ADOT invested \$11 million in redirecting traffic in the downtown area, greatly to help relieve congestion
- ❑ Does NOT alleviate delays or impact the inspection process to cross the border



South-bound

North-bound

Google

# High Volume Pedestrian Traffic



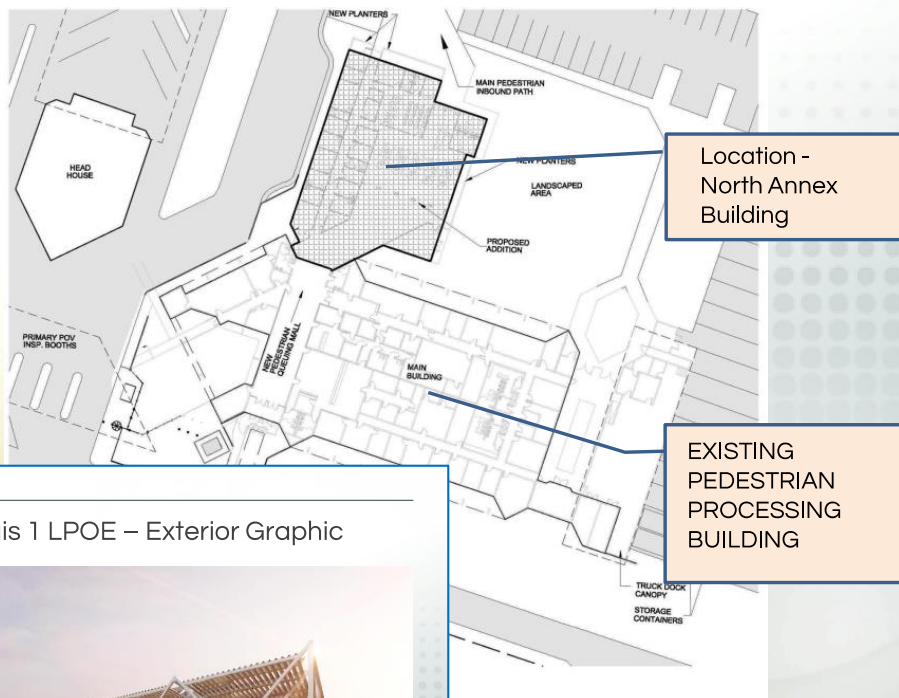
- Heavy pedestrian traffic in both directions
- NB pedestrian queues start as early as 3:00 AM



# Investment at San Luis I

GSA

## San Luis 1 LPOE – Proposed New Site Plan



GSA

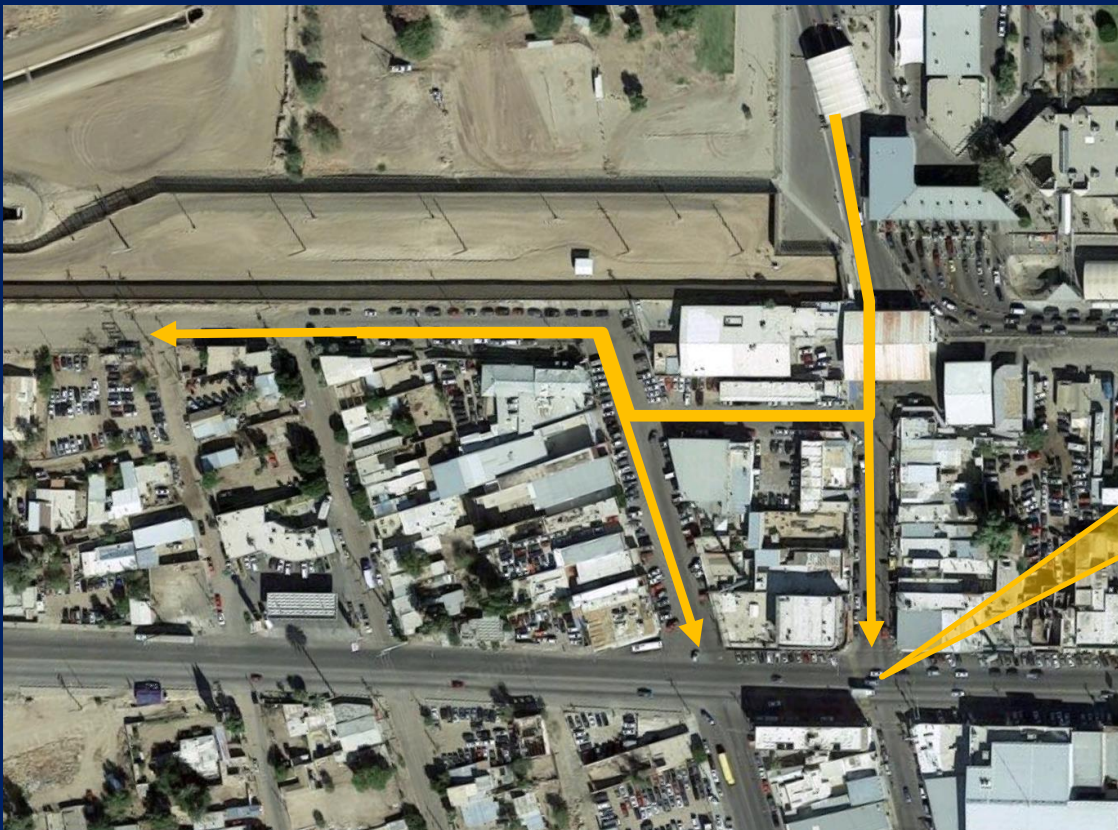
## San Luis 1 LPOE – Exterior Graphic



- New pedestrian annex to be built and completed by Q2 of 2018
- San Luis processes 2.4 million pedestrians per year
- \$6 million investment
- **GSA conducting Feasibility Study that looks at both ports**

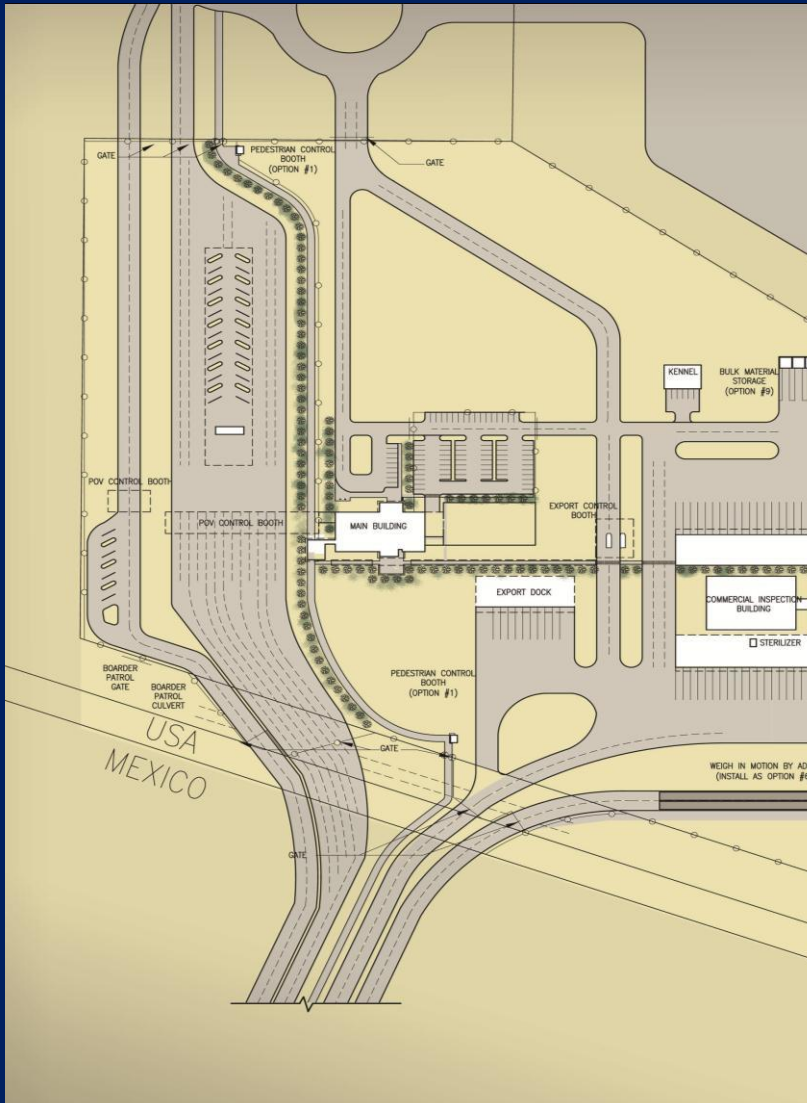
# SLRC Traffic Realignment Proposal

- Municipality of San Luis Rio Colorado proposal for the realignment of pedestrian and vehicular traffic
- Cost of \$11 million pesos (~\$650,000 USD)



Helps remove some of the congestion at main intersection with MX-2

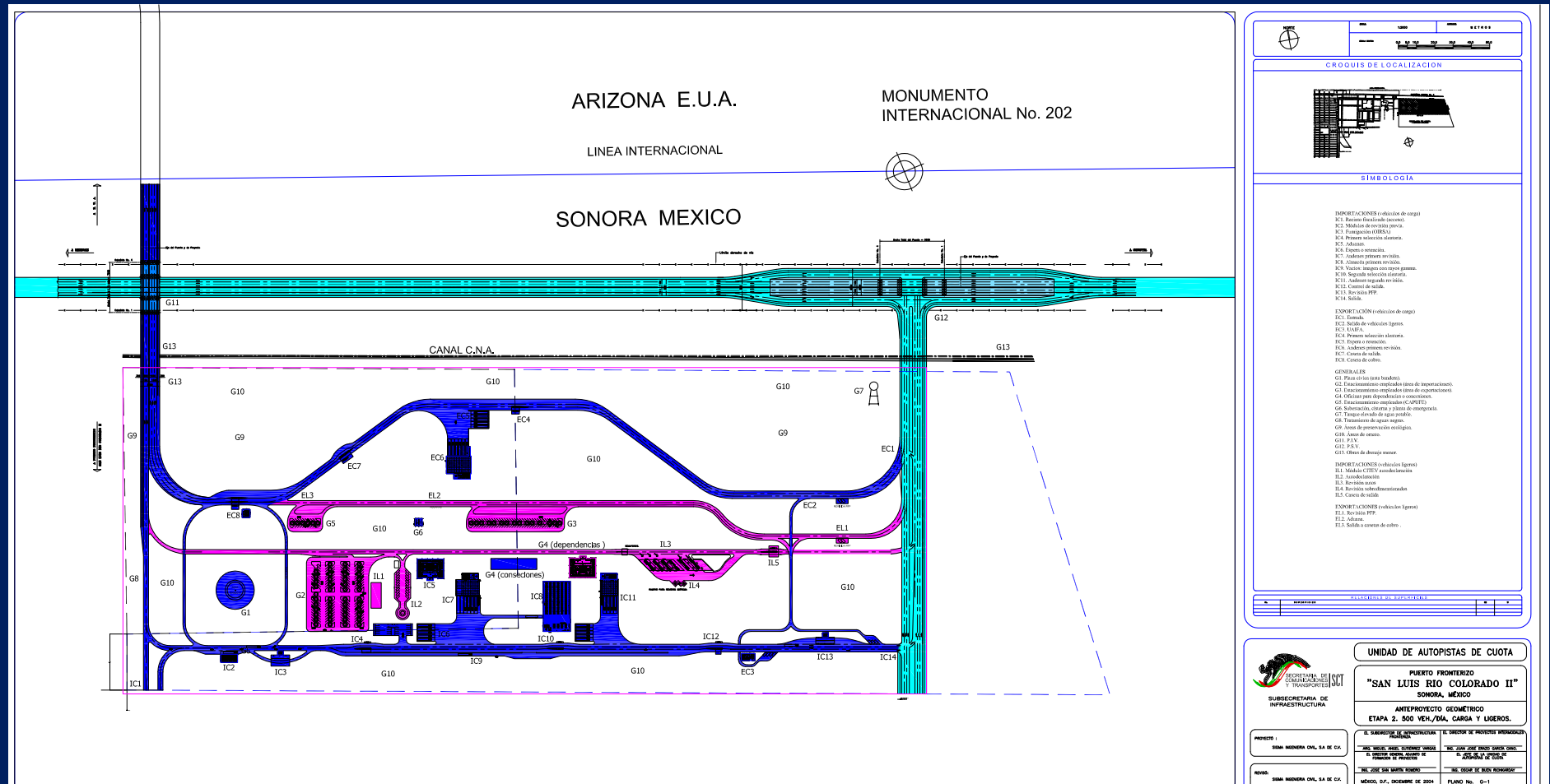
# Cars at San Luis II



- ❑ GSA Master Plan for San Luis II includes the design for the processing of cars
- ❑ True long-term solution to congestion at San Luis I and the downtown area
- ❑ City and local/regional stakeholders prepared to help advance this aspect of the San Luis POE System Solution
- ❑ Mexico advocating for cars at San Luis Rio Colorado II

# Cars at San Luis Rio Colorado II

- SCT has provided a conceptual design for the processing of cars at San Luis II on the Mexican side – awaiting official submittal



# GSA Feasibility Study



## San Luis Regional Feasibility Study

Study Kick Off  
Anticipated Completion

September 2016  
July 2017

Findings:

Need for complete renovation of San Luis I LPOE

Anticipated development of Program and  
Cost Estimate for a New noncommercial LPOE At San Luis II

Need for Mexico to complete separate commercial and  
noncommercial circulation at San Luis II.

Need for Mexico to resolve throughput at San Luis I prior to  
commencement of SL II Project

# FY '18 Funding Request

City of San Luis, Arizona  
1090 East Union St. | P.O. Box 1170  
San Luis, AZ 85349  
Office: (928) 341-8520 | Fax: (928) 341-8539  
Mayor Gerardo Sanchez | gsanchez@cityofsanluis.org



City of Yuma, Arizona  
One City Plaza  
Yuma, AZ 85364  
Office: (928) 373-5000 | Fax: (928) 373-5012  
Mayor Douglas J. Nicholls | Douglas.Nicholls@YumaAz.gov

Dear Senators Flake and McCain,

On behalf of the Cities of San Luis, Somerton and Yuma, Yuma County, and the Cocopah Tribe, we write today to express our strong support for the President's FY 2018 Budget Request for \$234 million to modernize the San Luis I port of entry. We would ask that you work with your Senate colleagues to ensure that this portion of the budget is not taken out or diverted to other projects.


The San Luis I port of entry is a critical economic engine for the entire southwestern region of Arizona and beyond. In 2016, 3.1 million cars and 8.1 million people, of which 2.6 million were pedestrians entered the United States at San Luis. Once you include southbound traffic, it means that over 6 million cars and 16 million people crossed the border at San Luis.


The last major improvements to this port were done over 30 years ago. The facility is outdated, overburdened and congested. This is also the location where US Border Patrol conducts its repatriation procedures adding to the congestion of the facility.

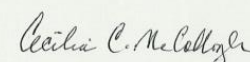
While the deployment of SENTRI and READY lanes have had a positive impact on northbound traffic, we continue to experience delays that exceed 45 minutes on a good day and up to 4 hours on our busiest days. Southbound delays also continue to escalate. We typically experience delays exceeding an hour for traffic destined for Mexico. That means that for a visitor, a round-trip could mean between 2 to 5 hours of wait time just to cross the border. This is a tremendous disincentive to tourism. We estimate that more than 70% of the sales tax generated in San Luis and more than 25% of the sales tax in Yuma is directly attributable to our Mexican visitors. Any deterrence to their travel means a direct negative impact for the entire region.

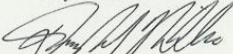
The modernization of the San Luis I port of entry is critical for our nation's security and for the economic viability of our communities. We thank you for your efforts to keep this funding request as part of the federal budget in FY2018.


Respectfully,


  
Gerardo Sanchez, Mayor  
City of San Luis

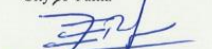
  
Jose Yopez, Mayor  
City of Somerton


  
Cecilia C. McCollough, Mayor  
City of Wellton


  
Douglas Nicholls, Mayor  
City of Yuma

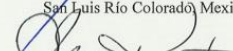
  
Tony Reyes, Chairman  
Yuma County Board  
of Supervisors


  
Stacy Gutierrez, Chairwoman  
Greater Yuma Economic  
Development Corporation

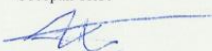
  
Lic. Enrique Reina, Mayor  
San Luis Río Colorado Mexico

  
Russell L. Jones, Chairman  
Border Trade Alliance

  
Sherry Gordova, Chairwoman  
Cocopah Tribe

  
Gary Knight, Chairman  
Yuma Metropolitan  
Planning Organization

  
Douglas Nicholls, Chairman  
4FrontED

  
Matias Rosales, Chairman  
Greater Yuma Port Authority

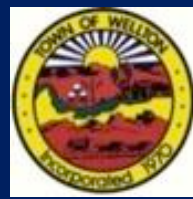
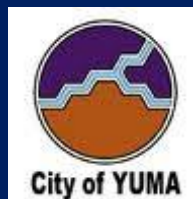
- President's FY 2018 Budget Request for \$234 million to modernize the San Luis I
- Funding would be used as follows:
  - \$17.557 million for Design and Permitting
  - \$198.886 million for Construction
  - \$17.557 million for Management and Operations
- October 25<sup>th</sup> meeting with GSA to review results of Feasibility Study

# Next Steps for San Luis POEs

- Support FY18 Funding Request for \$234 million
  - - urgent need to modernize
- San Luis Pedestrian Annex Groundbreaking  
November 7, 2017
- San Luis I landlocked - Long-term solution is to allow cars to use San Luis II
- Proposals from Mexico for improvements at San Luis Rio Colorado I and II

# The Honorable Maria Ramos, Vice Mayor City of San Luis, Arizona

# The Honorable Enrique Reina, Municipal President Municipality of San Luis Rio Colorado





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.A.

Meeting Date: 10/25/2017

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#### Summary

#### **MINUTES OF**

-Work Session held July 5, 2017

-Regular City Council meeting held July 12, 2017

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#### Attachments

7/05/2017 WS

7/12/2017 RCM

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**MINUTES**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**July 5, 2017**  
**6:30 p.m.**

**1. CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Work Session to order at approximately 6:35 p.m.

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

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Manager  
Sonia Cornelio, City Clerk  
Angel Ramirez, Fire Department  
Axel Chayra, Information Technology Department  
Eulogio Vera, Director of Public Works  
Glenn Gimbut, Assistant City Attorney  
Hank Green, Fire Chief  
Jenny Torres, Economic Development Manager  
Jesus Meza, Assistant Director of Parks & Recreation  
Jorge Perez, Utilities Manager  
Laura Herrera, Assistant to Council / PIO  
Manuel Rojas, Assistant Director of Public Works  
Olivia Jenkins, Director of Human Resources  
Richard Jessup, Acting Chief of Police  
Ric Bauermann, Fire Department

**2. AGENDA ITEMS:**

**2. A. Discussion and possible directions to staff on any and all matters regarding the purchase of a new Caterpillar 918M Wheel Loader for Public Works Department, Water Division. (Manuel Rojas, Assistant Director of Public Works)**

Mr. Manuel Rojas, Assistant Director of Public Works, stated that the purchase of this Caterpillar 918M Wheel Loader would increase efficiency in the Water Division

operations. He mentioned that staff would be utilizing a National IPA contract from the City of Tucson in the amount of \$132,186.83 for a new unit, this is a budgeted item for Fiscal Year 2017-2018.

**2. B. Discussion and possible directions to staff on any and all matters regarding the purchase of a new 70 horsepower FLYGT sewer pump for Lift Station 300 for Public Works Department, Wastewater Division. (Manuel Rojas, Assistant Director of Public Works)**

Mr. Manuel Rojas, Assistant Director of Public Works, informed that staff is seeking authorization to purchase a new 70 horsepower FLYGT pump for Lift Station 300. He stated that over the years staff has been repairing pumps every 2-3 years. He added the installation of this pump will provide energy savings and minimize maintenance costs. He informed that this will be a sole source provider, James Cooke and Hobson, Inc. The purchase is in the amount of \$45,273.17.

**2. C. Discussion and possible directions to staff on any and all matters regarding authorization to purchase a new Chevy Colorado, 4x2 truck for the Department of Public Works, Water Division. (Manuel Rojas, Assistant Director of Public Works)**

Mr. Manuel Rojas, Assistant Director of Public Works, informed that this truck purchase will be for the Water Division and will be replacing a current vehicle that has been experiencing an increase in maintenance cost. He mentioned that staff contacted Midway Chevrolet from Phoenix, Arizona and they are under state contract. He added that staff also contacted Fisher Chevrolet from Yuma, Arizona and the local vendor provided a quote in the amount of \$25,043.17. Furthermore, he stated that staff is requesting waiving of purchasing procedure as the bidding process is not likely to result in a lower price.

**2. D. Discussion and possible directions to staff on any and all matters regarding the purchase of a new Vehicle Gateway Base Station System (VGB) for Public Works Department, Water Division. (Manuel Rojas, Assistant Director of Public Works)**

Mr. Manuel Rojas, Assistant Director of Public Works, informed that the Vehicle Gateway Base Station System is for the Water Division, especially for the Water Meters Readers. He stated that starting December 2017 the antennas currently used will be discontinued and the city will have to transition to the new radio/antennas. He informed that Dana Kepner Company is a sole source provider and is an authorized provider of

Sensus metering systems in Arizona. The total amount of this purchase is \$17,929.82, and it is a budgeted item for Fiscal Year 2017-2018.

**2. E. Discussion and possible directions to staff on any and all matters regarding Variance Case No. 2017-0430. A request by Linda Speakman on behalf of Jofco Inc., owner, for a Variance, to install a six (6) foot fence on the property line instead of the 3 feet 6 inches required. The property is located at 517 N. 1st Avenue, San Luis, Arizona. (Jose A. Guzman, Acting Director of Planning & Zoning)**

Mr. Jose Guzman, Acting Director of Planning & Zoning, informed that this request allows the installation of a 6-foot tall chain link fence at the C&F Parking Lot located at 517 N. 1<sup>st</sup> Avenue, San Luis, Arizona. He explained that in the City of San Luis Code of Ordinances Section 152.219 (A) states that in all districts a fence or wall or hedge may be erected or maintained at a height no greater than six (6) inches within the required front and street side setback. In this case, the setbacks required a front 15 feet and street sides 10 feet. Furthermore, he added that this is a self-imposed situation for this reason the request does not meet the criteria for approval and for this reason staff is recommending denial of the variance.

Mayor Gerardo Sanchez asked if there is a public safety issue if a six (6) foot tall chain link fence is placed.

Mr. Guzman replied that if a six (6) foot solid fence is built, then a visibility triangle is required for the corner and also landscape would be required.

Mayor Gerardo Sanchez stated that if the request is approved, in the future they would end up building a solid fence and this will create a problem.

Mr. Glenn Gimbut, Assistant City Attorney, mentioned that on a conversation with the requestor it was mentioned that with the 6-foot fence they want to prevent people leaving the parking lot without paying. He stated that if that is the case for the request, a 3.6 foot fence will also prevent vehicles leaving the property without paying. The problem on this request is the location of where they want to install the fence, as they want it up to the property line and this is not allowed unless it is the 3.6-foot fence.

Vice-Mayor Matias Rosales asked if the requestor understands that they can use any material in a 3.6 foot fence.

Mayor Gerardo Sanchez ask staff to please talk to the requestor to make sure they understand what is permitted and what is not.

### **3. DISCUSSION ITEMS:**

#### **3. A. Discussion and possible directions to staff on any and all matters regarding the position of Vice-Mayor. (Ruben Walshe, Council Member)**

Council Member Ruben Walshe explained that the reason he requested this item to be placed this item on the agenda is because for the past four (4) years there has been no rotation of the Vice-Mayor position. He mentioned that he did research in previous years and found that this position was rotated one to two years. He stated that he believes that it is healthy for the city and City Council to adopt regulations for the position of Vice-Mayor. He asked other Council Member how they felt about this item.

Council Members Africa Luna-Carrasco, Gloria Torres, Mario Buchanan Jr., Matias Rosales and Maria Cecilia Ramos agreed with Council Member Ruben Walshe.

Mayor Gerardo Sanchez stated that the Vice-Mayor position brings a lot of responsibilities such as traveling on behalf of the Mayor. He stated that he also believes that this will be healthy for both the city and City Council.

#### **3. B. Discussion and possible directions to staff on any and all matters regarding update on current Capital Improvement Projects. (Ruben Walshe, Council Member and Eulogio Vera, Director of Public Works)**

Council Member Ruben Walshe asked Mr. Eulogio Vera, Director of Public Works, to please provide an update on the projects that the city is currently working on and include future projects.

Mr. Eulogio Vera, Director of Public Works, informed that during the last fiscal year (2016-2017) the following projects were completed: including the paving of Juan Sanchez Boulevard to Main Street; 4<sup>th</sup> Avenue and Juan Sanchez reconstruction project phase 1 and it continued into the current fiscal year (2017-2018); 8<sup>th</sup> Avenue and County 22<sup>nd</sup> Street Improvement Project, this project continued into the current fiscal year, and it might continue into the next fiscal year; landscaping on Urtuzuastegui Street as this project was not completed last fiscal year, it is contemplated to start during the current fiscal year; continue with the Pavement Preservation Project; Merrill Avenue Reconstruction; Lakin Drive Project, all these projects were completed during last fiscal year. He informed that this fiscal year staff is working on the following projects: Union

Street from 5<sup>th</sup> and 6<sup>th</sup> Avenue, the design is in progress; reconstruction of Juan Sanchez Boulevard between Main Street and Merrill Avenue, this project will replace six (6) manholes; 4<sup>th</sup> Avenue and Juan Sanchez Boulevard reconstruction project phase 2, this will include the widening of the intersection and a street light signal; design of Union Street widening, sidewalks and street lights; Pavement Preservation Project.

Furthermore, he informed that the Economic Development Department will be applying for grants for Merrill Avenue Phase 2 and International Plaza I, for this reason, the Public Works Department budgeted match funding for these projects. Future projects for the Public Works Department include a signal on Juan Sanchez Boulevard and 10<sup>th</sup> Avenue, a signal on 4<sup>th</sup> Avenue and County 22<sup>nd</sup> Street, widening of 10<sup>th</sup> Avenue between County 22<sup>nd</sup> Street and Juan Sanchez Boulevard, these items were included in the Capital Improvement Projects. Another project is evaluating the area near the port of entry, if they expand their facilities, then the city will need funding for the needs in that area.

Mayor Gerardo Sanchez thanked Mr. Eulogio Vera, Director of Public Works for all the great projects that have been done and will be done in the future.

Council Member Gloria Torres suggested placing in the newspaper projects that the city is working on, as she has received comments that the city does not invest in the community.

Mayor Gerardo Sanchez agreed with Council Member Gloria Torres in informing the community what is being done.

**3. C. Discussion and possible directions to staff on any and all matters regarding an update on hot water issues. (Ruben Walshe, Council Member and Eulogio Vera, Director of Public Works)**

Council Member Ruben Walshe informed that he has been receiving calls for the past three (3) weeks, he asked if the city is doing anything about this issue, has a solution has been found.

Mr. Eulogio Vera, Director of Public Works, replied that since this problem was reported to the city, every time water is needed staff goes obtain the water from the hydrants in that area, but the problem is still there. He informed that quotes were obtained to do a study to connect the water lines to the Bienestar Apartments main lines if the city wants to proceed with this option. He mentioned that he believes that there is not much to do other than the automatic flusher, but this option will create a huge amount of water waste. Furthermore, he added that if the city decides to go with the connection to the

Bienestar Apartments, then the easement will have to be obtained from the property owners that will provide the authorization to cross their lots to connect to the apartments.

Vice-Mayor Matias Rosales stated that he spoke with two property owners regarding the easements and they stated that they are willing to provide the easement if needed.

Mayor Gerardo Sanchez asked if this will guarantee that the hot water issue will be resolved with this option.

Mr. Vera replied that this will not guarantee that the hot water issue will be resolved. He mentioned that on the letter sent out this was addressed. He added that there will be a benefit, but at this time it is impossible to know the outcome will be.

Mayor Gerardo Sanchez stated that his concern is that if the city will spend between \$30,000.00 to \$40,000.00, the residents in that area will end up paying back this amount.

Vice-Mayor Matias Rosales asked if with the work that will be done will there be an increase in water circulation in that area and for the entire city.

Mr. Vera replied that definitely water circulation will be improved in that area.

Mr. Glenn Gimbut, City Attorney, informed that he has been working with Mr. Tadeo A. De La Hoya, City Manager, to recoup the money spent on this project. He mentioned that a special overlay zone of the houses affected in that area should be done; then split the expense within those houses, which will be approximately \$800.00 per home or the other option will be to include this in their water bill and be charged on a monthly basis, this charge would be between \$25.00 to \$30.00 a month. He stated that if Council decides to go this direction, he suggests doing a neighborhood meeting to make sure that the majority of the property owners approve the charge. He mentioned that this would not guarantee them that the water temperature will be lower, this might lower their water temperature by 5 degrees and not more unless they do a water pipe insulation, this might lower the temperature by 15 degrees.

Vice-Mayor Matias Rosales mentioned that if the water temperature is decreased by 5 degrees that will make a big difference.

Mr. Vera informed that he spoke with a developer to work in a pilot program in one house and also do the insulation of the water lines in the attic and see how much

improvement this will make. He mentioned that he does not know the cost for this pilot program and also will need to know who will be paying for this expense. At this point, there is nothing that says that the water will be improved.

Council Member Maria Cecilia Ramos asked if the owners are willing to spend money to insulate their water lines.

Mr. Vera replied nobody had expressed their interest in doing the insulation to see how much the improvement will be.

Council Member Africa Luna-Carrasco stated that in previous meetings Council was trying to define as to whose responsibility was to fix the issue in the house.

Mr. Vera replied that this was defined in the study done in that area, the problem in that area is that the water tested from the tank is reasonable, but once it goes into the house, the temperature went up to 115 degrees. For this reason, the insulation will have to be done.

Council Member Africa Luna-Carrasco stated that she believes that it is the property owner's responsibility to do the insulation.

Mr. Vera replied that he agrees with Council Member Luna-Carrasco; the property owners will have to contract a license contractor to do the job. He informed that hot water issues are throughout the city, the majority of the complaints have been from the San Luis Lane area.

Mayor Gerardo Sanchez stated that all Council Members and staff should share the information so that when residents approach the pertinent person, they are given the same answers.

#### **4. ADJOURNMENT**

**MOTION:** Council Member Mario Buchanan Jr. / Council Member Africa Luna-Carrasco to adjourn the meeting at approximately 8:02 p.m. Motion passed unanimously.

**MINUTES**  
**Regular Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**July 12, 2017**  
**7:00 p.m.**

**1. CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:01 p.m.

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

**ABSENT:** Council Member Mario Buchanan Jr.

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Manager  
Sonia Cornelio, City Clerk  
Axel Chayra, I.T. Technician  
Chris Hagen, Management Analyst  
Derek Dueñas, I.T. Manager  
Eulogio Vera, Director of Public Works  
Jenny Torres, Economic Development Manager  
Jesus Meza, Assistant Director of Parks & Recreation  
Jorge Perez, Billing & Collections Manager  
Jose de la Vara, City Prosecutor  
Jose Guzman, Acting Director of Planning & Zoning  
Kay Macuil, City Attorney  
Ketie St. Louis, Director of Finance  
Laura Herrera, Assistant to City Council/Public Information Officer  
Lizandro Galaviz, Director of Parks & Recreation  
Manuel Rojas, Assistant Director of Public Works  
Olivia Jenkins, Director of Human Resources  
Ralph Velez, Consultant  
Richard Jessup, Acting Chief of Police  
Francisca Guzman, Translator  
Marco Ramirez, ROTARY Club

## **2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Maria Cecilia Ramos.

## **3. INVOCATION**

The invocation was led by Council Member Maria Cecilia Ramos.

## **4. PRESENTATION**

### **4. A. Presentation regarding the San Luis Cal Ripken Baseball Team for under 10-year-olds to compete as the Arizona State Champions in the 2017 Cal Ripken 10 Year Old Pacific South West Regional Tournament. (Leonel Avelar, Head Coach)**

Mr. Leonel Avelar, Head Coach, provided a video of his baseball team and gave a brief background of how his team started and suggested visiting the local schools to invite children to be part of the Cal Ripken Baseball League to make it stronger and to locate the City of San Luis name high. He promotes academic education in his team as it is very important for children to be motivated in school. In addition, Mr. Avelar mentioned that his team has won back to back the state championship and requested the Mayor and City Council for the city's financial support to participate at the 2017 Cal Ripken 10-Year Old Pacific South West Regional Tournament as they will proudly represent both the state and the city.

Mayor Gerardo Sanchez congratulated Mr. Avelar and his baseball team for their accomplishments.

## **5. CONSENT AGENDA**

### **5. A. MINUTES OF**

- Regular City Council meeting held April 12, 2017
- Regular City Council meeting held April 26, 2017
- Budget Retreat held April 28 & 29, 2017

### **5. B. DISBURSEMENTS FROM JUNE 17, 2017 THROUGH JUNE 30, 2017**

Total Disbursements \$835,478.58 (Eight Hundred Thirty-Five Thousand, Four Hundred Seventy-Eight Dollars and Fifty-Eight Cents)

### **5. C. Discussion and possible action on any and all matters regarding the purchase of a new Caterpillar 918M Wheel Loader for Public Works Department, Water Division. (Manuel Rojas, Assistant Director of Public Works)**

**5. D. Discussion and possible action on any and all matters regarding the purchase of a new 70 horse power FLYGT sewer pump for Lift Station 300 for Public Works Department, Wastewater Division. (Manuel Rojas, Assistant Director of Public Works)**

**5. E. Discussion and possible action on any and all matters regarding the purchase of a new Vehicle Gateway Base Station System (VGB) for Public Works Department, Water Division. (Manuel Rojas, Assistant Director of Public Works)**

**5. F. Discussion and possible action on any and all matters regarding authorization to purchase a new Chevy Colorado, 4x2 truck for the Department of Public Works, Water Division. (Manuel Rojas, Assistant Director of Public Works)**

**MOTION:** Council Member Gloria Torres/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 the designation of a Vice Mayor. (City Council)**

Mayor Gerardo Sanchez stated that this item was discussed at the last Work Session and it was unanimous that it was time for a designation of new Vice Mayor.

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Gloria Torres to nominate Council Member Maria Cecilia Ramos to be the new Vice Mayor. Motion passed unanimously.

Mayor Gerardo Sanchez congratulated Vice Mayor Maria Cecilia Ramos and thanked Council Member Matias Rosales for the time he served as Vice Mayor and added that they all will work together and will make a difference.

Council Member Matias Rosales thanked the City Council for the opportunity for the past four (4) years and mentioned that together they will work for the City of San Luis.

**6. B. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize San Luis FRONTERA Rotary Club to sell alcohol at the Copa Bud-Light Soccer Tournament to be held July 22, 2017. (Marcos Ramirez, Sergeant at Arms of the San Luis FRONTERA Rotary Club)**

**A. Open public hearing**

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Gloria Torres to open the public hearing. Motion passed unanimously.

### **1. Presentation by staff and/or applicant**

Mr. Marco Ramirez, Sergeant at Arms of the San Luis FRONTERA Rotary Club, explained that they were approached by Budweiser directly that they wanted to have the tournament in San Luis. The City of San Luis Parks & Recreation Department, Budweiser and the Rotary Club met to organize the event for July 22, 2017. Mr. Ramirez also mentioned that the time on the application needed to be changed to reflect an end time of 12 midnight and added that the state regulations does allow them to extend the end time to 2:00 a.m., but yet wants the City Council to authorize this extension time.

Mayor Gerardo Sanchez said that it would be a good idea to extend it to 2:00 a.m. to avoid any conflicts.

### **2. Call to the public on this item**

There were no comments from the public on this item.

### **B. Close public hearing**

**MOTION:** Council Member Gloria Torres/Council Member Africa Luna-Carrasco to close the public hearing. Motion passed unanimously.

### **C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control**

**MOTION:** Council Member Matias Rosales/Council Member Africa Luna-Carrasco to recommend approval to the Arizona Department of Liquor Licenses and Control the application for the Special Event Liquor License of San Luis Frontera Rotary Club and to extend the end time to 2:00 a.m. Motion passed with five (5) aye votes and one (1) nay vote by Vice Mayor Maria Cecilia Ramos.

### **6. C. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 366. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations, Section 152.121 "L-I" Light Industrial District, Subsection 152.121(C) to allow the refining, processing, or packaging of agricultural or edible food products as a conditional use; repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Acting Director of Planning and Zoning)**

Mr. Jose Guzman, Acting Director of Planning & Zoning, stated that this is the second reading for the amendment to the Light Industrial Zoning District to allow the refining,

processing or packaging of agricultural or edible food products as a conditional use. Mr. Guzman added that staff recommends approval of this ordinance.

**A. Approval of Second Reading of Ordinance No. 366 by title only  
(City Clerk to read Ordinance No. 366 by title only)**

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Gloria Torres to approve Second Reading of Ordinance No. 366 by title only. Motion passed unanimously.

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 366 by title only.

**B. Approval and adoption of Ordinance No. 366**

**MOTION:** Council Member Africa Luna-Carrasco/Council Gloria Torres to approve and adopt Ordinance No. 366. Motion passed unanimously.

**7. BOARD OF ADJUSTMENT**

**MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF ADJUSTMENT**

**MOTION:** Council Member Matias Rosales/Council Member Africa Luna-Carrasco to adjourn as City Council and convene as Board of Adjustment. Motion passed unanimously.

**Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2017-0430. A request by Linda Speakman on behalf of Jofco Inc., owner, for a Variance to install a six (6) foot fence on the property line instead of the 3 feet 6 inches required. (Jose A. Guzman, Acting Director of Planning and Zoning)**

**A. Open public hearing**

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to open the public hearing. Motion passed unanimously.

**1. Presentation by staff and/or applicant**

Mr. Jose Guzman, Acting Director of Planning & Zoning, explained that this is a request for a Variance to install a six (6) foot fence around the property line in a commercial lot. As per section 152.219(A) of the City of San Luis Code of Ordinances, "In all districts a fence or wall or hedge may be erected or maintained at a height no greater than three feet, six inches (3'6") within the required front and street side setback. In this case the setbacks required are front- 15 feet and street sides - 10 feet.

Mr. Guzman added that having a 6 foot fence along this property may create traffic issues and puts in danger the public's welfare. Staff has reviewed this request and has determined that it does not meet the required criteria, therefore staff recommends denial of the Variance.

There was some discussion between the City Council, Mr. Guzman and staff relating to the criteria for approval and the public's welfare, as stated on the Agenda Item Review Form.

Ms. Linda Speakman, owner of Jofco Inc., explained that the reason for the request is because they have had cars drive over to First Street without paying. Building a 3 ½ feet fence will prevent cars from doing that but it will not prevent people from jumping the fence and as owner of the parking lot, she wants to prevent any liability or lawsuits against her.

## **2. Call to the Public on this item**

There were no comments from the public on this item.

## **B. Close public hearing**

**MOTION:** Council Member Gloria Torres/Council Member Ruben Walshe to close the public hearing. Motion passed unanimously.

## **C. Action on Variance Case No. 2017-0430**

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to deny Variance on Case No. 2017-0430 because the application does not meet the criteria for a Variance. Motion passed unanimously.

## **8. MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RE-CONVENE AS CITY COUNCIL**

**MOTION:** Council Member Matias Rosales/Council Member Ruben Walshe to adjourn as Board of Adjustment and reconvene as City Council. Motion passed unanimously.

## **9. SUMMARY OF CURRENT EVENTS**

Mayor Gerardo Sanchez reported that he has received positive comments about the Fourth of July festivities and thanked/congratulated the Parks & Recreation, Fire and Police Departments for organizing the event and the security provided. The estimated attendance was 25,000. He also reported that he will be attending the Mayors Convention in San Diego that will be held July 20 & 21, 2017.

Vice Mayor Maria Cecilia Ramos reported that on July 18, 2017, Pueblo Housing (non-profit) accepted a donation of \$50,000.00 from Riedel Construction; Ms. Anahi from

Century 21 donated \$2,000.00; Mr. Gabriel Contreras donated \$1,000.00; Mr. Juan Barrayo from Pioneer Title and Mr. Najeh Edais also made a contribution for the future safe house. The South Yuma County Domestic Violence Coalition is in the process of starting their own non-profit organization.

#### **10. CALL TO THE PUBLIC**

There were no comments from the public.

#### **11. ADJOURNMENT**

**MOTION:** Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to adjourn the Regular Council Meeting at approximately 8:46 p.m. Motion passed unanimously.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.B.

Meeting Date: 10/25/2017

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#### Summary

#### **DISBURSEMENTS FROM OCTOBER 1, 2017 THROUGH OCTOBER 15, 2017**

**\$639,322.08** (Six Hundred, Thirty-Nine Thousand, Three Hundred, Twenty-Two Dollars and Eight Cents)

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#### Attachments

Disbursements 10/25/2017

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# City of San Luis

Finance Department

## COUNCIL MEETING OCTOBER 25, 2017 Disbursement Reports from 10/1/2017 to 10/15/2017

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	10/4/2017	\$ 269,907.51	Schedule A
Accounts Payable Check Account	10/4/2017	\$ 336.00	Schedule B
Accounts Payable Check Account	10/5/2017	\$ 126,565.88	Schedule C
Accounts Payable Check Account	10/5/2017	\$ 6,934.25	Schedule D
Accounts Payable Check Account	10/5/2017	\$ 144.97	Schedule E
Accounts Payable Check Account	10/5/2017	\$ 1,201.39	Schedule F
Accounts Payable Check Account	10/5/2017	\$ 1,422.56	Schedule G
Accounts Payable Check Account	10/5/2017	\$ 8,454.36	Schedule H
Accounts Payable Check Account	10/10/2017	\$ 209.00	Schedule I
Accounts Payable Check Account	10/12/2017	\$ 10,215.01	Schedule J
Accounts Payable Check Account	10/12/2017	\$ 208,134.21	Schedule K
Accounts Payable Check Account	10/12/2017	\$ 5,796.94	Schedule L

**Total Disbursements: \$ 639,322.08**

Please contact Mr. Carlos Cortes prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro:

*Angelica V. Castro*

Verified by Director of Finance:

*C Cortes 10-16-2017*

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

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

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

RECEIVED

2017 OCT 16 A 10:18

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK



# Schedule A

# Pay Day Register

Pay Date Range 09/16/17 - 09/29/17

Pay Batch 201720

UNITED WAY	24.00
US & MEX DENTAL= FAMILY	686.92
US & MEX HEALTH = C	6,441.40
US & MEX HEALTH = FAMILY	4,353.85
US & MEX HEALTH = SP	898.80
VSP - VISION FAMILY	651.90
Net	<u>\$269,907.51</u> ✓

.00 POLICE OFFICERS	3,184.58	72,706.44
.00 RECREATION- ALL EMPLOYEES/	254.88	18,603.79
.00 SEWAGE DISPOSAL/ PLANT	571.29	16,606.91
.00 Street or Road Construction	1,285.46	16,008.34
.00 WATERWORKS OPERATIONS	569.85	16,422.06
.00 Total	<u>\$10,925.61</u>	

Direct Deposits	Amount
1st Bank Yuma	21,994.58
ACADEMY BANK	1,804.50
Bank of America	400.00
Chase Bank	112,113.43
CHASE BANK CA	3,178.46
CHASE BANK MORGAN	1,209.41
chase bank somerton	1,868.26
chase centro	656.96
Federal Credit Union	30,750.88
FEDERAL CREDIT UNION DS	1,491.73
FIRST CREDIT UNION	2,536.01
HUGHES FCU	100.00
National Bank	1,648.54
Navy Federal	6,206.46
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	975.11
PNC BANK	40.00
Sunbank	100.00
WASHINGTON FEDERAL	1,190.15
Wells Fargo	52,508.63
Total	<u>\$240,893.11</u>

Check \$29,014.40

Schedule B

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
Batch Date: 10/04/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/04/2017	81977	Accounts Payable	DUMADAG , JONATHAN		336.00
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		DUMADAG 100817	10/04/2017	TRAVEL - CISCO INTERCONNECTING NETWORKING DEVICES P1 V3.0		336.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		<u>\$336.00</u>
Checks:		1		\$336.00		

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D*  
*C* 10/4/17



City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	10/05/2017	81978	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,000.00
	Invoice		Date	Description		Amount
		SEPT 2017	09/30/2017	SALES TAX AUDITOR - SEPTEMBER 2017		2,000.00
Check	10/05/2017	81979	Accounts Payable	ALSCO, INC		893.06
	Invoice		Date	Description		Amount
		LYUM1204349	09/26/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF SEPTEMBER 2017		99.85
		LYUM1200390	09/12/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF SEPTEMBER 2017		100.95
		LYUM1202379	09/19/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF SEPTEMBER 2017		99.85
		LYUM1198496	09/05/2017	UNIFORM SERVICES FOR FLEET SERVICES		46.16
		LYUM1200392	09/12/2017	UNIFORM SERVICES FOR FLEET		46.16
		LYUM1202381	09/19/2017	UNIFORM SERVICES FOR FLEET		46.16
		LYUM1192312	08/15/2017	UNIFORM SERVICES FOR FACILITIES		10.84
		LYUM1198495	09/05/2017	UNIFORM SERVICES FOR FACILITIES		56.62
		LYUM1200685	09/12/2017	UNIFORM SERVICES FOR FACILITIES		43.78
		LYUM1200391	09/12/2017	UNIFORM SERVICES FOR FACILITIES		56.62
		LYUM1202380	09/19/2017	UNIFORM SERVICES FOR FACILITIES		64.62
		LYUM1204350	09/26/2017	UNIFORM SERVICES FOR FACILITIES		64.62
		LYUM1204649	09/26/2017	UNIFORM SERVICES FOR FACILITIES		50.75
		LYUM1198485	09/05/2017	UNIFORM SERVICES FOR UTILITIES		26.52
		LYUM1200381	09/12/2017	UNIFORM SERVICES FOR UTILITIES		26.52
		LYUM1202370	09/19/2017	UNIFORM SERVICES FOR UTILITIES		26.52
		LYUM1204340	09/26/2017	UNIFORM SERVICES FOR UTILITIES		26.52
Check	10/05/2017	81980	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		675.00
	Invoice		Date	Description		Amount
		17-18128	08/26/2017	TOWING SERVICES FOR PD		75.00
		17-18185	08/27/2017	TOWING SERVICES FOR PD		75.00
		17-18371	08/29/2017	TOWING SERVICES FOR PD		75.00
		17-18471	08/30/2017	TOWING SERVICES FOR PD		75.00
		17-18707	09/02/2017	TOWING SERVICES FOR PD		75.00
		17-19680	09/13/2017	TOWING SERVICES FOR PD		75.00
		17-19195	09/07/2017	TOWING SERVICES FOR PD		75.00

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		17-19458		09/10/2017	TOWING SERVICES FOR PD	75.00
		17-19569		09/11/2017	TOWING SERVICES FOR PD	75.00
Check	10/05/2017	81981	Accounts Payable	ARIZONA REFUSE SALES, LLC		4,274.77
		Invoice		Date	Description	Amount
		7678		08/24/2017	SW 4813 EE180	628.47
		7677		08/24/2017	SW 4813 EE180	792.01
		8160		09/13/2017	SW 3796 EE180	24.76
		8163		09/13/2017	SW 3796 EE 180	67.79
		8054		09/07/2017	SW 0487, 3270, 4813, 3796 EE180	2,761.74
Check	10/05/2017	81982	Accounts Payable	ARIZONA SUPREME COURT		11,250.00
		Invoice		Date	Description	Amount
		2018-00000104		08/31/2017	EQUIPMENT LEASE	11,250.00
Check	10/05/2017	81983	Accounts Payable	BILL ALEXANDER FORD		927.90
		Invoice		Date	Description	Amount
		340482		08/31/2017	REC 0992 EE180	927.90
Check	10/05/2017	81984	Accounts Payable	BORDER GYM FITNESS LLC		682.00
		Invoice		Date	Description	Amount
		000009		10/01/2017	MONTHLY SERVICE FEE - SEPTEMBER 2017	682.00
Check	10/05/2017	81985	Accounts Payable	BSN SPORTS		1,446.31
		Invoice		Date	Description	Amount
		900310177		08/21/2017	PURCHASE OF SPORTS EQUIPMENT NEEDED FOR UPCOMING REC. LEAGUES	1,358.63
		900272111		08/14/2017	PURCHASE OF SPIKEBALL FOR RECREATION LEAGUES	87.68
Check	10/05/2017	81986	Accounts Payable	CDWG		30,157.04
		Invoice		Date	Description	Amount
		KBM0030		09/05/2017	MILESTONE MONITOR USB CABLE	12.52
		KDF8035		09/13/2017	PRIVACY FILTERS SCREENS FOR FINANCE	302.21
		KFS3283		09/19/2017	CAMERA REPLACEMENT PROJECT - CC- GYM	2,694.87
		KFM7066		09/19/2017	DISPATCH DRUM AND TONER	291.93
		JZM4246		08/30/2017	MONITORS FOR PD; EVIDENCE RM PRINTER	361.88
		KBP5236		09/05/2017	TONER FOR FINANCE	288.89

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
						126.40
						14.28
						150.45
						115.16
						26.72
						1,441.41
						89.05
						13,509.78
						10,731.49
Check	10/05/2017	81987	Accounts Payable	CELAYA , PAOLA		80.00
	Invoice		Date	Description		Amount
		2018-00000329	10/05/2017	SERVICES RENDERED OF SCOREKEEPER FOR 2017 MENS SOFTBALL LEAGUE		80.00
Check	10/05/2017	81988	Accounts Payable	CITY OF SOMERTON		14,940.87
	Invoice		Date	Description		Amount
		259	09/20/2017	AUG MONTHLY BILLING PAYMENT		14,940.87
Check	10/05/2017	81989	Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.		1,096.67
	Invoice		Date	Description		Amount
		2240	09/06/2017	SHOTGUN EQUIPMENT		1,096.67
Check	10/05/2017	81990	Accounts Payable	DIRECTV, INC		128.39
	Invoice		Date	Description		Amount
		32374579272	09/16/2017	PAYMENT FOR DTV SERVICES FOR THE YOUTH CENTER		128.39
Check	10/05/2017	81991	Accounts Payable	ED WHITEHEAD'S TIRE		832.21
	Invoice		Date	Description		Amount
		16397	09/05/2017	PURCHASE TIRES FOR SOLID WASTE #3270		832.21
Check	10/05/2017	81992	Accounts Payable	ESPARZA , JUAN		250.00
	Invoice		Date	Description		Amount
		2018-00000333	10/05/2017	PURCHASE OF TSHIRTS FOR THE FAMILY FUN BIKE RIDE EVENT		250.00
Check	10/05/2017	81993	Accounts Payable	FENCING BY S.K. L.L.C.		156.09
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2018-00000334		09/28/2017	RENTAL OF FENCING NEEDED FOR THE MEXICAN BASEBALL FIESTA EVENT	156.09
Check	10/05/2017	81994	Accounts Payable	FRANCO LUNA , ROSSMART FELIPE		120.00
		Invoice		Date	Description	Amount
		2018-00000326		10/05/2017	SERVICES RENDERED OF UMPIRE FOR YOUTH BASEBALL LEAGUE 2017	60.00
		2018-00000327		10/05/2017	SERVICES RENDERED OF UMPIRE FOR YOUTH BASEBALL LEAGUE 2017	60.00
Check	10/05/2017	81995	Accounts Payable	FRESH TERRA SERVICES LLC		2,945.00
		Invoice		Date	Description	Amount
		6082		08/16/2017	ADDITIONAL TESTING REQUIRED@EAST WWTP DUE TO DEFICIENCY PER ADEQ	180.00
		6175		09/25/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00
		6177		09/26/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	140.00
		6183		09/27/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	180.00
		6182		09/27/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00
		6131		09/07/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00
		6116		09/01/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	205.00
		6105		08/30/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00
		6084		08/16/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00
		6097		08/25/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00
		6150		09/14/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	180.00
		6151		09/14/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00
		6099		08/25/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	140.00
		6114		09/01/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	835.00
		6174		09/25/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	140.00
		6132		09/07/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	140.00
Check	10/05/2017	81996	Accounts Payable	GALVAN , AURELIO JR		320.00
		Invoice		Date	Description	Amount
		GALVAN 100317		10/05/2017	TRAVEL - DT/IMPACT WEAPONS INSTRUCTOR CLASS	160.00
		GALVAN 101017		10/05/2017	TRAVEL - DT/IMPACT WEAPONS INSTRUCTOR CLASS	160.00
Check	10/05/2017	81997	Accounts Payable	GCI CONSTRUCTION & INSPECTIONS, LLC		1,275.00
		Invoice		Date	Description	Amount
		I-915		09/27/2017	INSPECTION SERVICES	1,275.00

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/05/2017	81998	Accounts Payable	GLOBAL MED INDUSTRIES, LLC		89.10
	Invoice		Date	Description		Amount
		HS329607	09/01/2017	HEAR SMART AED WAL CABINET		89.10
Check	10/05/2017	81999	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		2,261.04
	Invoice		Date	Description		Amount
		5756303	09/07/2017	MEDICAL SUPPLIES (QUOTE# 066893)		2,261.04
Check	10/05/2017	82000	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description		Amount
		065	09/29/2017	INTERPRETATION SERVICES FOR THE COURT - 092517-092917		500.00
Check	10/05/2017	82001	Accounts Payable	GUZMAN , FRANCISCA		50.00
	Invoice		Date	Description		Amount
		20/2017	09/20/2017	TRANSLATING SERVICES FOR COUNCIL MEETING 092017		50.00
Check	10/05/2017	82002	Accounts Payable	HILL BROTHERS CHEMICAL CO.		4,734.96
	Invoice		Date	Description		Amount
		4438064	09/01/2017	BLEACH TO DISINFECT EFFLUENT DISCHARGE@EAST WWTP		2,367.48
		4438063	09/01/2017	BLEACH USED TO DISINFECT EFFLUENT DISCHARGE@WEST WWTP		2,367.48
Check	10/05/2017	82003	Accounts Payable	IPS GROUP INC		538.68
	Invoice		Date	Description		Amount
		27536	08/31/2017	MAINTENANCE PARKING METERS		538.68
Check	10/05/2017	82004	Accounts Payable	KTL&C, LLC.		142.00
	Invoice		Date	Description		Amount
		261350	09/08/2017	SEPTEMBER OXYGEN TANK REFILLS(CLAIM#261350-1,261350-2&263627-1)		82.00
		263627	10/02/2017	SEPTEMBER OXYGEN TANK REFILLS(CLAIM#261350-1,261350-2&263627-1)		60.00
Check	10/05/2017	82005	Accounts Payable	LA BODEGA, LLC		1,328.00
	Invoice		Date	Description		Amount
		092917	09/25/2017	DINNER FOR BASEBALL TEAMS PARTICIPATING IN BASEBALL EVENT		1,328.00
Check	10/05/2017	82006	Accounts Payable	LEGROS , BRIAN SEAN		287.59
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		S 10375		10/03/2017	CANCER AWARENESS UNIFORM T-SHIRTS	287.59
Check	10/05/2017	82007	Accounts Payable	LEXIS NEXIS RISK DATA MANAGEMENT INC.		110.71
		Invoice		Date	Description	Amount
		1499424-20170831		08/31/2017	MONTHLY SUBSCRIPTION	110.71
Check	10/05/2017	82008	Accounts Payable	MARTINEZ, JOSE ALFREDO		300.00
		Invoice		Date	Description	Amount
		2018-00000330		10/05/2017	SERVICES RENDERED OF UMPIRE FOR 2017 YOUTH BASEBALL LEAGUE	180.00
		2018-00000331		10/05/2017	SERVICES RENDERED OF UMPIRE FOR 2017 YOUTH BASEBALL LEAGUE	120.00
Check	10/05/2017	82009	Accounts Payable	MCDONALD , JULIE M		1,600.00
		Invoice		Date	Description	Amount
		02664		09/07/2017	ATTORNEY FEES	400.00
		02665		09/11/2017	ATTORNEY FEES	400.00
		02619		08/29/2017	ATTORNEY FEES	400.00
		02621		08/30/2017	ATTORNEY FEES	400.00
Check	10/05/2017	82010	Accounts Payable	MEDINA, JOSE		160.00
		Invoice		Date	Description	Amount
		2018-00000332		10/05/2017	SERVICES RENDERED OF UMPIRE FOR MEN'S SOFTBALL LEAGUE 2017	160.00
Check	10/05/2017	82011	Accounts Payable	MILLER, DAMIAN		320.00
		Invoice		Date	Description	Amount
		MILLER 100317		10/05/2017	TRAVEL - DT/IMPACT WEAPONS INSTRUCTOR CLASS	160.00
		MILLER 101017		10/05/2017	TRAVEL - DT/IMPACT WEAPONS INSTRUCTOR CLASS	160.00
Check	10/05/2017	82012	Accounts Payable	NEWMAN TRAFFIC SIGNS		3,423.01
		Invoice		Date	Description	Amount
		TI-0313699		09/06/2017	REPLACEMENT (DAMAGED) STREET SIGNS CITYWIDE	3,423.01
Check	10/05/2017	82013	Accounts Payable	OZUNA , ERNESTO		2,200.00
		Invoice		Date	Description	Amount
		2017-11		09/08/2017	SHED DEMOLITION - KENNEDY LANE	2,200.00
Check	10/05/2017	82014	Accounts Payable	PACIFIC MEDICAL WASTE		55.00

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				W 7310	08/31/2017	AUGUST MEDICINE DISPOSAL FEE	55.00
Check	10/05/2017	82015	Accounts Payable	PATINO , GABRIELA			50.00
				Invoice	Date	Description	Amount
				2018-00000344	10/05/2017	REIMBURSEMENT - DEPOSIT POOL RESERVATION	50.00
Check	10/05/2017	82016	Accounts Payable	PEP BOYS			319.81
				Invoice	Date	Description	Amount
				06741038669	09/08/2017	PARTS TO REPAIR AMBULANCE VIN#7728@FIRE DEPT	319.81
Check	10/05/2017	82017	Accounts Payable	PIÑA , RAFAEL			165.00
				Invoice	Date	Description	Amount
				2018-00000345	10/05/2017	REIMBURSEMENT - POLICE VEHICLE IMPOUND	165.00
Check	10/05/2017	82018	Accounts Payable	R.L. JONES INSURANCE SERVICES INC.			46.00
				Invoice	Date	Description	Amount
				2530	09/29/2017	MEXICO INSURANCE FOR ADMIN SUBURBAN FROM 9/29-9/30	46.00
Check	10/05/2017	82019	Accounts Payable	RAMON MOSQUEDA			54.00
				Invoice	Date	Description	Amount
				3914	08/30/2017	UNIFORM EMBROIDERY FOR JMUNGARAY	54.00
Check	10/05/2017	82020	Accounts Payable	RDO EQUIPMENT CO.			537.29
				Invoice	Date	Description	Amount
				P51196	09/01/2017	PURCHASE TIE ROD AND ABORBER FOR PARKS DEPT#9077	366.60
				P50615	08/24/2017	PURCHASE OF BLADES NEEDED FOR LAWN MOWERS FOR PARKS DEPT.	170.69
Check	10/05/2017	82021	Accounts Payable	REAL PURIFIED WATER LLC			193.74
				Invoice	Date	Description	Amount
				24757	09/26/2017	WATER SERVICES FOR SENIOR CENTER	71.97
				23962	09/13/2017	WATER SERVICES FOR SENIOR CENTER	105.17
				23919	08/31/2017	WATER SERVICES FOR SENIOR CENTER	16.60
Check	10/05/2017	82022	Accounts Payable	REYNOSO, NIGEL			209.00
				Invoice	Date	Description	Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		REYNOSO 101017		10/05/2017	TRAVEL - INTRO TO LE INSPECTIONS AND AUDITING COURSE	209.00
Check	10/05/2017	82023	Accounts Payable	RIVERA , MARIA ELENA		75.00
		Invoice		Date	Description	Amount
		.CR201500022.		10/05/2017	RESTITUTION PAYMENT	75.00
Check	10/05/2017	82024	Accounts Payable	RODRIGUEZ , MARIO		240.00
		Invoice		Date	Description	Amount
		2018-00000328		10/05/2017	SERVICES RENDERED OF UMPIRE FOR YOUTH BASEBALL LEAGUE 2017	240.00
Check	10/05/2017	82025	Accounts Payable	RUIZ , OSCAR		320.00
		Invoice		Date	Description	Amount
		RUIZ 100317		10/05/2017	TRAVEL - DT/IMPACT WEAPONS INSTRUCTOR CLASS	160.00
		RUIZ 101017		10/05/2017	TRAVEL - DT/IMPACT WEAPONS INSTRUCTOR CLASS	160.00
Check	10/05/2017	82026	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		3,498.98
		Invoice		Date	Description	Amount
		17-1661		08/08/2017	INCUBATOR MINISPLIT REPAIR	250.00
		17-1751		08/30/2017	REPLACE BLOWER MOTOR 3/4 HP AT EAST WWTP	450.00
		17-1716		08/23/2017	REPLACE HIGH/LOW PRESSURE CORE VALVE,RECYCLE&RECHARGE AT P.D.#14	481.98
		17-1758		08/31/2017	REPLACE 5 TON COMPRESSOR AT FERNANDO PADILLA COMMUNITY CTR	2,000.00
		17-1529		07/20/2017	IT ROOM A/C REPAIR @BUSINESS INCUBATOR	317.00
Check	10/05/2017	82027	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		19,391.44
		Invoice		Date	Description	Amount
		000810		09/30/2017	SOLAR POWER DELIVERED - SEPTEMBER 2017	19,391.44
Check	10/05/2017	82028	Accounts Payable	SEGOVIA , ALMA		80.00
		Invoice		Date	Description	Amount
		2018-00000324		10/05/2017	SERVICES RENDERED OF SCOREKEEPER FOR 2017 MEN'S SOFTBALL LEAGUE	80.00
Check	10/05/2017	82029	Accounts Payable	SHERWIN WILLIAM		302.55
		Invoice		Date	Description	Amount
		7203-2		08/30/2017	PURCHASE PAINT FOR GYM	302.55
Check	10/05/2017	82030	Accounts Payable	SIGN MASTERS		212.49

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
				Invoice	Date	Amount
				42003	09/05/2017	212.49
Check	10/05/2017	82031	Accounts Payable	SMITH, RALPH E. SR.	UPDATED PARKING SIGN FOR ASST CHIEF/REF LETTERING M1 M2	3,270.00
				Invoice	Date	Amount
				25244	09/11/2017	1,650.00
				25227	09/11/2017	540.00
				25157	08/30/2017	540.00
				25140	08/25/2017	540.00
Check	10/05/2017	82032	Accounts Payable	STAR SANITATION LLC		373.49
				Invoice	Date	Amount
				70270	09/26/2017	373.49
Check	10/05/2017	82033	Accounts Payable	SUN RENTAL AND SALES INC.	RENTAL OF PORTABLE RESTROOMS FOR THE MEXICAN BASEBALL FIESTA	566.31
				Invoice	Date	Amount
				187013	09/19/2017	195.09
				186525	09/01/2017	371.22
Check	10/05/2017	82034	Accounts Payable	THE LOZANO LAW FIRM PLLC	TOOL USED FOR MAINTENANCE ON MAIN ST	800.00
				Invoice	Date	Amount
				366	08/15/2017	400.00
				367	08/15/2017	400.00
Check	10/05/2017	82035	Accounts Payable	THOMSON WEST PUBLISHING CO.	ATTORNEY FEES	754.32
				Invoice	Date	Amount
				836748483	09/01/2017	754.32
Check	10/05/2017	82036	Accounts Payable	TORRES , CRISTIAN	ONLINE LEGAL RESOURCES-PROSECUTOR	90.00
				Invoice	Date	Amount
				653197	09/25/2017	90.00
Check	10/05/2017	82037	Accounts Payable	VILLEGAS , LITZY	RENTAL OF TABLES & CHAIRS FOR THE 2017 SAFETY EVENT	120.00
				Invoice	Date	Amount
				2018-00000323	10/05/2017	120.00
Check	10/05/2017	82038	Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.	SERVICES RENDERED OF SCOREKEEPER FOR THE YOUTH BASEBALL LEAGUE	781.83

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Schedule D

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		CS PPE 092917		10/05/2017	CS PPE 092917	3,987.18
Check	10/05/2017	82050	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		24.00
		Invoice		Date	Description	Amount
		2018-00000341		10/05/2017	705 - UNITED WAY	24.00
Check	10/05/2017	82051	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		800.00
		Invoice		Date	Description	Amount
		2018-00000342		10/05/2017	543 - IAFF- FIRE DEPT	800.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 11		\$6,934.25
Checks:		11				\$6,934.25

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D.*  
*10/5/17*  
C

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	10/05/2017	82041	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		324.91
		Invoice	Date	Description		Amount
		2018-00000335	10/05/2017	532 - GARNISHMENT - CHILD SUPPORT*		324.91
Check	10/05/2017	82042	Accounts Payable	CHARGO PA , GURSTEL		52.21
		Invoice	Date	Description		Amount
		2018-00000336	10/05/2017	533 - GARNISHMENT		52.21
Check	10/05/2017	82043	Accounts Payable	CHILD SUPPORT SERVICES		274.62
		Invoice	Date	Description		Amount
		2018-00000337	10/05/2017	532 - GARNISHMENT - CHILD SUPPORT		274.62
Check	10/05/2017	82044	Accounts Payable	FOP/ALC		255.00
		Invoice	Date	Description		Amount
		2018-00000338	10/05/2017	714 - FOP/ALC		255.00
Check	10/05/2017	82045	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
		Invoice	Date	Description		Amount
		2018-00000339	10/05/2017	533 - GARNISHMENT		50.00
Check	10/05/2017	82046	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		545.00
		Invoice	Date	Description		Amount
		201720	10/05/2017	201720		545.00
Check	10/05/2017	82047	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		156.33
		Invoice	Date	Description		Amount
		psprs 09292017al	10/05/2017	PSPRS 09292017 AL		156.33
Check	10/05/2017	82048	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		465.00
		Invoice	Date	Description		Amount
		2018-00000340	10/05/2017	539 - AZ COPS - SLPD		465.00
Check	10/05/2017	82049	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,987.18
		Invoice	Date	Description		Amount

Schedule E

City of San Luis  
**Payment Batch Register**  
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
Batch Date: 10/05/2017

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable					
Check	10/05/2017	82052 Utility Management Refund	MIGUEL ALCALA		144.97
		Account Type	Account Number	Transaction Date	Transaction Type
		Residential	12410-001	10/02/2017	Refund - Account Credit
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 1		\$144.97
Checks:	1		\$144.97		

Prepared By:  
*Maggie Dominguez*  
Date: *Maggie D.*  
*10/5/17*  
*C*

Schedule F

City of San Luis  
**Payment Batch Register**  
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
Batch Date: 10/05/2017

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10/05/2017	82065 Utility Management Refund	SANDEZ, PATRICIA & MARCELA MARTINEZ		131.29
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 13		\$1,201.39
Checks:	13	\$1,201.39			

Prepared By:  
*Maggie Dominguez*  
Date: *Maggie D.*  
*10/5/17*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>					
Check	10/05/2017	82053 Utility Management Refund	GUTIERREZ, ANA K & MAURICIO SOLORIO		97.30
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82054 Utility Management Refund	GUZMAN , ANABEL		190.19
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82055 Utility Management Refund	LEON , GABRIELLA M		5.93
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82056 Utility Management Refund	LOPEZ, ISRAEL & JESSICA HUERTA		74.44
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82057 Utility Management Refund	MADRIGAL , FLORA		186.32
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82058 Utility Management Refund	MALDONADO , ROCIO		9.68
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82059 Utility Management Refund	MORENO-RUELAS , GABRIELA		116.58
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82060 Utility Management Refund	PENA , JULIO C		90.10
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82061 Utility Management Refund	RAMOS , MARIA		86.75
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82062 Utility Management Refund	REYES , ADRIANA & HECTOR		82.31
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82063 Utility Management Refund	RODRIGUEZ , YESENIA		93.53
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>
Check	10/05/2017	82064 Utility Management Refund	RUIZ, LORENA & BEATRICE CARRANZA		36.97
		<u>Account Type</u>	<u>Account Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>

Schedule G

City of San Luis  
**Payment Batch Register**  
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	10/05/2017	82066	Accounts Payable	LA BODEGA, LLC		1,328.00
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		092917	09/25/2017	DINNER FOR BASEBALL TEAMS PARTICIPATING IN BASEBALL EVENT		1,328.00
Check	10/05/2017	82067	Accounts Payable	REYES, VICTOR		94.56
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		REYES 100517	10/05/2017	REIMBURSEMENT - STEEL TOE BOOTS		94.56
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 2		\$1,422.56
Checks:		2		\$1,422.56		

Prepared By:  
*Maggie Dominguez*  
Date: *Maggie D.*  
*10/5/17*

City of San Luis  
**Payment Batch Register**

Schedule H

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/05/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	10/05/2017	82068	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		8,454.36
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>
	9791526026		08/23/2017	MONTHLY STATEMENT CHARGES FOR ACC 4499 MDC		1,601.07
	9791289441		08/19/2017	MONTHLY STATEMENT CHARGES FOR ACC 7273 DATA		2,180.56
	9791607338		08/23/2017	MONTHLY STATEMENT CHARGES FOR ACC 6092 CELL		4,672.73
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		<u>\$8,454.36</u>
Checks:		1		\$8,454.36		

Prepared By:  
 Maggie Dominguez  
 Date: Maggie D.  
 10/5/17

Schedule I

City of San Luis  
**Payment Batch Register**  
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
Batch Date: 10/10/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/10/2017	82069	Accounts Payable	SANTANA, MARCO		209.00
			Invoice			Amount
			SANTANA 101017	10/10/2017	TRAVEL - INTRO TO LE INSPECTIONS AND AUDITING COURSE	209.00
1BYPAYABLE 1st BY Accounts Payable Totals:						209.00
Checks: 1						\$209.00

Prepared By:  
*Maggie Dominguez*  
Date: *Maggie*  
*C* 10/10/17

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Schedule J

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
		2018-00000386		10/12/2017	INSURANCE FOR SEPTEMBER 2017	1,797.20
Check	10/12/2017	82088	Accounts Payable		TRANSWESTERN INSURANCE ADMIN	96.00
	Invoice			Date	Description	Amount
		2018-00000388		10/12/2017	INSURANCE FOR OCTOBER 2017	96.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 19		\$10,215.01
Checks:		19				\$10,215.01

Prepared By:  
 Maggie Dominguez  
 Date: Maggie  
 10/12/17  
 C

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	10/12/2017	82070	Accounts Payable	AFLAC		4,531.96
	Invoice		Date	Description		Amount
		2018-00000387	10/12/2017	INSURANCE FOR SEPTEMBER 2017		4,531.96
Check	10/12/2017	82071	Accounts Payable	DUENAS , DEREK		91.00
	Invoice		Date	Description		Amount
		DUENAS 100517	10/12/2017	TRAVEL - NEW WORLD ERP USER GROUP MEETING		91.00
Check	10/12/2017	82072	Accounts Payable	EAP PREFERRED		453.60
	Invoice		Date	Description		Amount
		198208	10/01/2017	EMPLOYEE ASST PRGM SRVS - SEPTEMBER 2017		453.60
Check	10/12/2017	82073	Accounts Payable	FLORES , ELVIS N		100.00
	Invoice		Date	Description		Amount
		FLORES 101217	10/12/2017	REIMBURSEMENT - STEEL TOE BOOTS		100.00
Check	10/12/2017	82074	Accounts Payable	GIMBUT, GLENN J.		964.00
	Invoice		Date	Description		Amount
		GIMBUT 101317	10/12/2017	TRAVEL - IMLA ANNUAL CONFERENCE		348.00
		GIMBUT 101217	10/12/2017	REIMBURSEMENT - FLIGHT REIMBURSEMENT - IMLA CONF		616.00
Check	10/12/2017	82075	Accounts Payable	HUMPHREY, JEREMY		150.00
	Invoice		Date	Description		Amount
		HUMPHREY 101817	10/12/2017	TRAVEL - AFCA REGIONAL BATTALION CHIEF ACADEMY		150.00
Check	10/12/2017	82076	Accounts Payable	JIMENEZ , MARTHA		91.00
	Invoice		Date	Description		Amount
		JIMENEZ 100517	10/12/2017	TRAVEL - NEW WORLD ERP USER GROUP MEETING		91.00
Check	10/12/2017	82077	Accounts Payable	KANAWHA INSURANCE CO.		366.01
	Invoice		Date	Description		Amount
		2018-00000385	10/12/2017	INSURANCE FOR OCTOBER 2017		366.01
Check	10/12/2017	82078	Accounts Payable	LEON, LAURA		91.00
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		LEON 100517				
Check	10/12/2017	82079	Accounts Payable	TRAVEL - NEW WORLD ERP USER GROUP MEETING		91.00
		Invoice	Date	Description		Amount
		LOPEZ 101817				
Check	10/12/2017	82080	Accounts Payable	TRAVEL - AFCA REGIONAL BATTALION CHIEF ACADEMY		150.00
		Invoice	Date	Description		Amount
		2018-00000391				
		2018-00000392				
Check	10/12/2017	82081	Accounts Payable	INSURANCE FOR AUGUST 2017		169.12
		Invoice	Date	Description		Amount
		PACHECO 101517				
Check	10/12/2017	82082	Accounts Payable	INSURANCE FOR SEPTEMBER 2017		169.12
		Invoice	Date	Description		Amount
		PACHECO 101517				
Check	10/12/2017	82082	Accounts Payable	TRAVEL - BASIC FORENSIC INTERVIEWING TRAINING		91.00
		Invoice	Date	Description		Amount
		2018-00000389				
		2018-00000390				
Check	10/12/2017	82083	Accounts Payable	PREPAID LEGAL SERVICES		289.00
		Invoice	Date	Description		Amount
		RAMOS 101817				
Check	10/12/2017	82083	Accounts Payable	INSURANCE FOR AUGUST 2017		144.50
		Invoice	Date	Description		Amount
		RAMOS 101817				
Check	10/12/2017	82084	Accounts Payable	INSURANCE FOR SEPTEMBER 2017		144.50
		Invoice	Date	Description		Amount
		RAMOS 101817				
Check	10/12/2017	82084	Accounts Payable	TRAVEL - RURAL TRANSPORTATION SUMMIT		44.00
		Invoice	Date	Description		Amount
		ROSALES 100217				
Check	10/12/2017	82085	Accounts Payable	TRAVEL - ICSC WESTERN CONFERENCE & DEAL MAKING		44.00
		Invoice	Date	Description		Amount
		SOLIS 101817				
Check	10/12/2017	82086	Accounts Payable	TRAVEL - AFCA REGIONAL BATTALION CHIEF ACADEMY		162.00
		Invoice	Date	Description		Amount
		SOLIS 101817				
Check	10/12/2017	82086	Accounts Payable	TRAVEL - AFCA REGIONAL BATTALION CHIEF ACADEMY		150.00
		Invoice	Date	Description		Amount
		SOSA 101517				
Check	10/12/2017	82087	Accounts Payable	TRAVEL - ADOBE MAX CREATIVE CONFERENCE		259.00
		Invoice	Date	Description		Amount
		SOSA 101517				
Check	10/12/2017	82087	Accounts Payable	STANDARD INSURANCE CO.		259.00
		Invoice	Date	Description		Amount
		SOSA 101517				
						1,797.20

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				2018-00000384	10/10/2017	CONTRACT: 500-0380583, 500-0408239, 500-0413948, 500-0448410	3,908.24
Check	10/12/2017	82136	Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC			259.90
				Invoice	Date	Description	Amount
				V001086-IN	09/05/2017	REPLACEMENT PART F/ VAPEX SYSTEM@LS #300	259.90
Check	10/12/2017	82137	Accounts Payable	VECTOR IMPRESSIONS, INC.			472.01
				Invoice	Date	Description	Amount
				20170910	09/12/2017	WELLNESS WALK CHALLENGE ITEMS	472.01
Check	10/12/2017	82138	Accounts Payable	WESTAIR GASES & EQUIPMENT INC.			245.94
				Invoice	Date	Description	Amount
				10557060	09/15/2017	MATERIALS/CONSUMABLES FOR WELDING	245.94
Check	10/12/2017	82139	Accounts Payable	YUMA COUNTY TREASURER			128.64
				Invoice	Date	Description	Amount
				2018-00000393	10/11/2017	FUNDS COLLECTED - SEPTEMBER 2017	128.64
Check	10/12/2017	82140	Accounts Payable	YUMA FARM & HOME SUPPLY INC.			219.45
				Invoice	Date	Description	Amount
				493071	09/14/2017	SUPPLIES TO HAUL NEW TRAILER EQUIPMENT	219.45
Check	10/12/2017	82141	Accounts Payable	YUMA NURSERY SUPPLY			234.47
				Invoice	Date	Description	Amount
				304981	09/05/2017	PURCHASE OF MATERIALS TO REPLACE SHRUBS AT C.C LANDSCAPE	234.47
Check	10/12/2017	82142	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.			396.83
				Invoice	Date	Description	Amount
				1192	09/15/2017	LETTERHEADS AND ENVELOPES	396.83
Check	10/12/2017	82143	Accounts Payable	YUMA WINLECTRIC CO.			61.34
				Invoice	Date	Description	Amount
				510561 00	09/12/2017	J. SANCHEZ BLVD LIFTSTATION PROJECT-MATERIAL F/ BLOWER INSTALL	61.34
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 55			\$208,134.21

User: Margarita Dominguez

Prepared By:  
 Maggie Dominguez  
 Date: 10/12/2017 1:58:58 PM  
 C 10/12/17

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/12/2017	82089	Accounts Payable	AMERICAN LEGAL PUBLISHING		3,018.13
	Invoice		Date	Description		Amount
		0117583	07/31/2017	THIRD SUPPLEMENT OF CODE OF ORDINANCES		3,018.13
Check	10/12/2017	82090	Accounts Payable	ARCTIC GLACIER USA INC		122.88
	Invoice		Date	Description		Amount
		2673725201	09/09/2017	10 LB ICE CUBE BAGS		122.88
Check	10/12/2017	82091	Accounts Payable	ARIZONA STATE TREASURER		31,324.07
	Invoice		Date	Description		Amount
		2018-00000395	10/11/2017	FUNDS COLLECTED - SEPTEMBER 2017		31,324.07
Check	10/12/2017	82092	Accounts Payable	ARIZONA WESTERN COLLEGE		214.50
	Invoice		Date	Description		Amount
		2018-00000394	10/11/2017	REGISTRATION FOR EXCEL CLASSES		97.50
		002309399	10/11/2017	WORK STUDY STUDENTS SERVICE HOURS		117.00
Check	10/12/2017	82093	Accounts Payable	ARROW INTERNATIONAL, INC.		1,199.92
	Invoice		Date	Description		Amount
		95157068	09/20/2017	EMS SUPPLIES- EZ-IO 25MM NEEDLE, BOX OF 5		613.00
		95146401	09/15/2017	EMS SUPPLIES- EZ-IO 25MM NEEDLE, BOX OF 5		586.92
Check	10/12/2017	82094	Accounts Payable	BORDER CONSTRUCTION SPECIALTIES		3,907.73
	Invoice		Date	Description		Amount
		INV-5503131	09/14/2017	PPE/TOOLS FOR HWY USERS CREWS & AZ INMATES		604.41
		INV-5503145	09/14/2017	WARNING TILES USED F/ HANDICAP SIDEWALKS@VARIOUS SITES CITYWIDE		2,817.14
		INV-5503208	09/14/2017	MATERIALS FOR SIDEWALK REPAIRS CITYWIDE		250.77
		INV-5503146	09/14/2017	TOOLS FOR HWY USERS CREWS		235.41
Check	10/12/2017	82095	Accounts Payable	BOUND TREE MEDICAL, LLC.		848.40
	Invoice		Date	Description		Amount
		82628234	09/18/2017	EMS SUPPLIES- IV SOLUTION		848.40
Check	10/12/2017	82096	Accounts Payable	CENTURYLINK		7,818.64
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		1420614997		09/19/2017	PSAP - PD	
		1420192024		09/15/2017	INTERNET SERVICE @BUSINESS INCUBATOR	6,724.84
		2018-00000401		10/12/2017	LONG DISTANCE PHONE SERVICE - JULY 2017	1,010.48
Check	10/12/2017	82097	Accounts Payable	CITY OF SOMERTON		83.32
		Invoice		Date	Description	Amount
		300		08/18/2017	JULY MONTHLY BILLING	9,644.60
Check	10/12/2017	82098	Accounts Payable	DESERT VALLEY SERVICES, INC		752.35
		Invoice		Date	Description	Amount
		422325		09/29/2017	JANITORIAL SUPPLIES	752.35
Check	10/12/2017	82099	Accounts Payable	DPE CONSTRUCTION, INC		8,995.00
		Invoice		Date	Description	Amount
		17103		09/14/2017	PAVEMENT PRESERVATION PROJECT FY 17-18/RIO SECO PROJECT	8,995.00
Check	10/12/2017	82100	Accounts Payable	FACTOR SALES, INC.		596.74
		Invoice		Date	Description	Amount
		2122		09/22/2017	PURCHASE OF CLUB CARDS FOR RECREATION LEAGUES & BASEBALL EVENT	276.78
		2116		09/15/2017	PURCHASE OF BANNER TO PROMOTE THE DAVID LARA JR. BOXING EVENT	135.07
		2115		09/15/2017	PURCHASE OF BANNER TO PROMOTE THE MEXICAN BASEBALL	184.89
Check	10/12/2017	82101	Accounts Payable	FENNEMORE CRAIG, PC		5,828.55
		Invoice		Date	Description	Amount
		2018-00000396		10/11/2017	LEGAL SERVICES PROVIDED-PAT IRVINE-MUNICIPAL TAX APPEAL	5,828.55
Check	10/12/2017	82102	Accounts Payable	FILTER SERVICE AND SUPPLY		251.12
		Invoice		Date	Description	Amount
		6642		09/13/2017	PURCHASE GASKET FOR HIGHWAY USER # 1277	251.12
Check	10/12/2017	82103	Accounts Payable	GALLS, AN ARAMARK CO., LLC		1,695.56
		Invoice		Date	Description	Amount
		008245994		09/08/2017	3 SEASON JACKETS	355.08
		008265799		09/12/2017	UNIFORM PANTS	1,340.48
Check	10/12/2017	82104	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		643.18

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
		0195		09/12/2017	FIRST AID RESTOCK FOR UTILITIES, FINANCE, HR AND COM DEV	
		0194		09/12/2017	RESTOCK FIRST AID CABINET AT PW DEPT. WING	89.67
		0196		09/12/2017	REFILL FIRST AID KIT	85.24
		0193		09/12/2017	INVOICE NO. 0193- MEDICINE CABINET REFILL	170.48
		0197		09/12/2017	PURCHASE OF FIRST AID KIT SUPPLIES FOR THE RECREATION OFFICE	83.03
		0198		09/12/2017	PURCHASE OF FIRST AID KIT SUPPLIES FOR THE PARKS OFFICE	89.67
Check	10/12/2017	82105	Accounts Payable		GREEN RUBBER- KENNEDY AG	125.09
	Invoice			Date	Description	Amount
		Y-552172		09/20/2017	TRASH PUMP F/ REMOVING EXCESS WATER (BASINS & DIGESTERS)	1,354.89
Check	10/12/2017	82106	Accounts Payable		GUERRA , RUTH	1,354.89
	Invoice			Date	Description	Amount
		066		10/10/2017	INTERPRETATION SERVICES FOR THE COURT - 100217-100617	500.00
Check	10/12/2017	82107	Accounts Payable		GUST ROSENFELD P.L.C.	500.00
	Invoice			Date	Description	Amount
		327408		09/13/2017	LEGAL SERVICES	75.00
Check	10/12/2017	82108	Accounts Payable		HUGHES FIRE EQUIPMENT, INC.	75.00
	Invoice			Date	Description	Amount
		517264		09/11/2017	VEHICLE REPAIRS FOR L-1, #VIN# 3237	14,015.36
Check	10/12/2017	82109	Accounts Payable		JAMES COOKE & HOBSON INC.	14,015.36
	Invoice			Date	Description	Amount
		355999		09/20/2017	SPARE BLOWER F/ VAPEX SYSTEM@J.SANCHEZ BLVD LS	7,957.55
		355983		09/15/2017	REPLACE SUBMERSIBLE PUMP #2@LAKIN LIFTSTATION	2,208.27
Check	10/12/2017	82110	Accounts Payable		JOHN'S GLASS SERVICE	5,749.28
	Invoice			Date	Description	Amount
		6381		09/19/2017	REPAIR DOOR AT WATER OFFICE	557.10
Check	10/12/2017	82111	Accounts Payable		LEXIPOL, LLC	557.10
	Invoice			Date	Description	Amount
		21727		09/01/2017	CONTRACT FOR DEV. OF SLFD POLICY MANUAL	13,861.00
						6,911.00

User: Margarita Dominguez

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		21726		08/31/2017	CONTRACT FOR DEV. OF SLFD POLICY MANUAL	6,950.00
Check	10/12/2017	82112	Accounts Payable	LOOMIS		1,260.08
		Invoice		Date	Description	Amount
		12072767		08/31/2017	ARMORED CAR SERVICE, FUEL & INSURANCE FEES	1,260.08
Check	10/12/2017	82113	Accounts Payable	MASTER AUTO GLASS LLC		194.64
		Invoice		Date	Description	Amount
		1266		09/19/2017	PURCHASE NEW WINDSHIELD FOR PD #1605	194.64
Check	10/12/2017	82114	Accounts Payable	MCN HOLDINGS LLC		1,525.00
		Invoice		Date	Description	Amount
		N127566		09/11/2017	INDEPENDENT MEDICAL EVALUATION - PSPRS	1,525.00
Check	10/12/2017	82115	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		27,528.05
		Invoice		Date	Description	Amount
		850496		09/30/2017	FUEL FOR VARIOUS DEPARTMENTS FOR THE MONTH OF SEPTEMBER 2017	26,066.49
		527725		09/27/2017	PURCHASE PRESSURE FLOW 10W30 FOR WASTE WATER #1680	487.19
		527724		09/27/2017	PURCHASE PRESSURE FLOW 10W30 FOR SOLID WASTE DEPT #0937 & 4813	974.37
Check	10/12/2017	82116	Accounts Payable	MECHO'S MOBIL WELDING		3,532.00
		Invoice		Date	Description	Amount
		3683		09/25/2017	MANUFACTURE & INSTALLATION OF URINAL SEPERATOR FOR RESTROOMS	1,875.00
		3682		09/25/2017	MANUFACTURE OF METAL PLAQUE FIGURES FOR PARK RESTROOMS	176.00
		3684		09/29/2017	MANUFACTURE OF METAL PROTECTORS FOR WATER CAGES	975.00
		3681		09/25/2017	FABRICATION OF METAL PROTECTORS FOR WATER VALVE CAGES	506.00
Check	10/12/2017	82117	Accounts Payable	MOTION INDUSTRIES, INC.		227.01
		Invoice		Date	Description	Amount
		AZ54-665903		09/22/2017	PURCHASE FLANGE MOUNT BALL BEARING UNIT FOR HU#3580	227.01
Check	10/12/2017	82118	Accounts Payable	MUSCO CORPORATION		2,392.42
		Invoice		Date	Description	Amount
		301088		09/21/2017	PURCHASE OF LAMPS NEEDED FOR THE JOE ORDUNO PARK SPORTS FIELDS	2,392.42
Check	10/12/2017	82119	Accounts Payable	PITNEY BOWES CREDIT CORP		382.99
		Invoice		Date	Description	Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		3101530055		10/12/2017	MAILING SYSTEM FOR ADMIN	382.99
Check	10/12/2017	82120	Accounts Payable	POLAR ICE LLC		316.08
		Invoice		Date	Description	Amount
		69329		09/15/2017	ICE MACHINE LEASE - FACILITIES	150.01
		69330		09/15/2017	ICE MACHINE LEASE - PUBLIC WORKS	166.07
Check	10/12/2017	82121	Accounts Payable	PRECISION INTEGRATED SYSTEMS, LLC		2,502.17
		Invoice		Date	Description	Amount
		1211		09/18/2017	REPLACE METERING PUMP F/ CHLORINATION SYSTEM@WEST WWTP	2,502.17
Check	10/12/2017	82122	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		140.00
		Invoice		Date	Description	Amount
		2018-00000397		10/11/2017	SEMINAR REGISTRATION FEE FOR M. SABORI & D. LUNA	140.00
Check	10/12/2017	82123	Accounts Payable	PURCELL TIRE CO.		4,705.71
		Invoice		Date	Description	Amount
		230114186		09/18/2017	NEW TIRES & INSTALL F/ BACKHOE VIN#2118 FOR HWY USERS DIVISION	1,704.43
		6898756		09/08/2017	NEW TIRES F/ VEH#1844 FORD EXPEDITION NOTE: URGENT/TIRE DAMAGE	524.82
		6898934		09/22/2017	PURCHASE P255/75R15 GOODYEAR TIRES FOR HU #2414	419.05
		6898881		09/19/2017	PURCHASE TIRES FOR HWY USER #2591	432.38
		6898869		09/18/2017	PURCHASE TIRES FOR POLICE DEPT #2916	584.84
		6898867		09/18/2017	NEW TIRES FOR CHEVY SILVERADO VEH#4012 (POLICE DEPT)	506.35
		6898868		09/18/2017	PURCHASE TIRES FOR PD #5713	533.84
Check	10/12/2017	82124	Accounts Payable	PURCHASE POWER		1,020.99
		Invoice		Date	Description	Amount
		2018-00000400		10/12/2017	POSTAGE METER - SEPT 2017	1,020.99
Check	10/12/2017	82125	Accounts Payable	R&M ELECTRIC SUPPLY LLC		96.59
		Invoice		Date	Description	Amount
		1150		09/15/2017	NEW BATTERIES FOR OMNISITE SYSTEM F/ LIFTSTATIONS	96.59
Check	10/12/2017	82126	Accounts Payable	RAMIREZ ADVISORS INTERNATIONAL, LLC		4,166.66
		Invoice		Date	Description	Amount

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		SL-0816-15		10/02/2017	MONTHLY RETAINER FOR SEPTEMBER 1-30, 2017	4,166.66
Check	10/12/2017	82127	Accounts Payable	RDO EQUIPMENT CO.		603.75
		Invoice		Date	Description	Amount
		W47823		07/27/2017	PURCHASE ECU PROGRAMMING AND CALIBRATION FOR HU #2118	603.75
Check	10/12/2017	82128	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		450.00
		Invoice		Date	Description	Amount
		17-1791		09/12/2017	SERVICE/MAINTENANCE FOR EVIDENCE ROOM	450.00
Check	10/12/2017	82129	Accounts Payable	SHERWIN WILLIAM		271.03
		Invoice		Date	Description	Amount
		0314-0		09/18/2017	PURCHASE OF PAINT NEEDED FOR THE PAINTING OF ATHLETIC FIELDS	271.03
Check	10/12/2017	82130	Accounts Payable	SIMS MURRAY, LTD.		100.00
		Invoice		Date	Description	Amount
		17526b		09/11/2017	LEGAL SERVICES - GPLET	100.00
Check	10/12/2017	82131	Accounts Payable	SPECTRUM BUSINESS		344.24
		Invoice		Date	Description	Amount
		0383		10/11/2017	CABLE TV SERVICES FOR PD - AUG, SEPT AND OCT 2017	344.24
Check	10/12/2017	82132	Accounts Payable	SYNOVIA SOLUTIONS, LLC		389.71
		Invoice		Date	Description	Amount
		104817		09/15/2017	GPS SOFTWARE/HARDWARE FOR PW DEPT. FLEET-9/1 TO 9/30	128.43
		104708		09/15/2017	GPS SOFTWARE/HARDWARE FOR PW DEPT. FLEET-9/1 TO 9/30	22.14
		104707		09/15/2017	GPS SOFTWARE/HARDWARE FOR PW DEPT. FLEET-9/1 TO 9/30	22.14
		104816		09/15/2017	GPS SOFTWARE/HARDWARE FOR PW DEPT. FLEET-9/1 TO 9/30	217.00
Check	10/12/2017	82133	Accounts Payable	TOTER LLC		34,502.56
		Invoice		Date	Description	Amount
		65490582		09/11/2017	SOLID WASTE CONTAINERS F/ NEW CUSTOMERS & REPLACED DAMAGED	34,502.56
Check	10/12/2017	82134	Accounts Payable	UNITED STATES TREASURY		373.44
		Invoice		Date	Description	Amount
		CP161		10/12/2017	PENALTY/INTEREST CHARGES FOR RE-INSURANCE FEES 2014	373.44
Check	10/12/2017	82135	Accounts Payable	US BANK EQUIPMENT FINANCE		3,908.24

City of San Luis

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Checks:		55				\$208,134.21

Schedule L

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 10/12/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	10/12/2017	82144	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		5,796.94
	Invoice		Date	Description		Amount
		2017-00001934	06/30/2017	USE TAX DUE FOR AMB VEHICLE VIN 6319		2,898.47
		2017-00001935	06/30/2017	USE TAX DUE FOR AMB VEHICLE VIN 1140		2,898.47
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		\$5,796.94
Checks:		1		\$5,796.94		

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D.*  
*10/12/17*  
*C*



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.C.

**Meeting Date:** 10/25/2017

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

#### SUMMARY:

This matter was before City Council at a work session on September 6, 2017. The City Attorney had some revisions to make to include provisions required by Arizona law and include indemnity provisions. No substantive changes were made. Payments have been made since July 1, 2017, so in addition to approving the contract, staff is requesting ratification of the past payments.

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

**Amount:** The City of San Luis has entered into an agreement with Ramirez Advisors Inter-National, LLC in the past and has already budgeted funds in the amount of **\$50,000.00** for services to continue until the end of the Fiscal Year 2017-2018 on June 30, 2018. The \$50,000.00 will cover a discounted yearly retainer requested by the city. In addition to the retainer, the contract covers travel and out-of-pocket expenses such as mileage, lodging, airfare and ground transportation. The city has paid these expenses in prior years.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE ATTACHED AGREEMENT WITH RAMIREZ ADVISORS INTER-NATIONAL, L.L.C. AND RATIFY THE PAYMENTS SINCE JULY 1, 2017 AS PAYMENT ON THIS CONTRACT.**

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

N/A

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#### Fiscal Impact

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

**CITY/STATE/FEDERAL FUNDS:**

City

**TOTAL:**

\$50,000.00 plus travel and out-of-pocket expenses

**BUDGETED AMOUNT:**

Yes

**AVAILABLE AMOUNT TO TRANSFER:**

No Transfer Required

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 100-110-80000-Contractual Services/\$401,665.34

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

Account No: 100-110-80000, City Council Contractual Services. The retainer amount of \$50,000.00 is budgeted for Fiscal Year 2017-2018. The travel and out-of-pocket expenses will be paid out of the same account following the City's travel expenses policies.

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**Attachments**

Ramirez Advisors' Contract

Bio

Certificate of Insurance

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## AGREEMENT

Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between Ramírez Advisors Inter-National, L.L.C. of 2642 E. Thomas Road, Phoenix, Arizona 85016, a limited liability company organized under the laws of Arizona ("RAI-N") and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona ("City"). (RAI-N and City may be referred to singularly as the "Party" and collectively as the "Parties").

### RECITALS

- A. **WHEREAS**, the City desires to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the City.
- B. **WHEREAS**, the City of San Luis is experiencing high rates of growth and is confronting several significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.
- C. **WHEREAS**, the General Services Administration (GSA) with various other federal agencies have been delayed in the design and construction of the modernizations to the San Luis I port of entry. Additionally, there are various transportation and other related infrastructure issues to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, can traverse through the City. As experienced in various other border communities, these projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without planning, the City stands to be bypassed by the growth or to be left to deal with the challenges associated with the growth and traffic.
- D. **WHEREAS**, RAI-N, has direct experience in projects on the border, ability to interact with key stakeholder agencies and entities on both sides of the border and fully bicultural and binational experience.
- E. **WHEREAS**, services provided are of an expert nature.
- F. **NOW THEREFORE**, the City desires to continue to maintain RAI-N as a value-added member of the City's leadership team for the current fiscal year.

In consideration of the matters described above, and of the mutual benefits and obligations in this Agreement, the Parties agree as follows.

**SECTION ONE.  
PURPOSE, RELATIONSHIP AS INDEPENDENT CONTRACTOR AND  
THE RIGHTS OF THE PARTIES**

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

1.2 Independent Contractor. RAI-N is an independent contractor to the City

1.3 Rights of RAI-N. Rights of RAI-N include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

1.4 Rights of the City. Rights of the City include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

1.5 Material, Supplies, Equipment and Tools. RAI-N shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed under this Agreement.

1.6 Payroll Taxes. Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of RAI-N or for the employees of RAI-N. RAI-N shall not be treated as an employee for federal or state tax purposes regarding the services performed under this Agreement. RAI-N shall be responsible to pay all taxes as mandated by law.

1.7 Fringe Benefits. Since RAI-N is not an employee of the City, RAI-N is not eligible for and shall not participate in any employee benefit of the City including pension, health or other fringe benefits.

**SECTION TWO.  
DURATION**

2.1 The duration of this Agreement shall be for one year commencing from the date of execution or as ratified by proper legal action of the City Council if the commencement date is earlier.

2.2 Either Party shall have the option of terminating this Agreement by providing a 30-day advance notice in writing. All fees owed to that termination date shall be paid to RAI-N as per the terms of this Agreement.

### **SECTION THREE. RENEWAL**

At the conclusion of the year term of this contract, the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this Agreement. All renewals shall be in writing signed by both Parties.

### **SECTION FOUR. OBLIGATION OF RAI-N**

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

- a. the San Luis I Border Station Reconfiguration Project,
- b. the San Luis Rio Colorado I Border Station Reconfiguration Project,
- c. the operations at the San Luis II border station, and
- d. others as they become better defined or as determined appropriate for consideration.

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

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

4.3 To inform the City of RAI-N's activities and relevant matters, RAI-N will:

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

4.4 Professional Staffing

- a. Luis E. Ramírez Thomas will be the primary point of contact for all services relating to this engagement. Attachment #1 is a brief biography incorporated into this Agreement by this reference.
- b. Other firm professionals will be involved in this engagement on an as-needed basis and as determined appropriate by RAI-N. Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services to effectively execute any portion of this engagement, RAI-N will work with the City to secure those services. The City will be responsible for payment of any third-party services

4.5 Ethics

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

4.6 Confidentiality

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

permission of City or disclosure is required by law. RAI-N understands that its engagement letter to the City is a public record.

**SECTION FIVE.  
OBLIGATION OF CITY**

5.1 The City will pay an annual flat retainer rate of \$50,000 to be paid in 12 equal payments of \$4,166.67. This retainer rate reflects a substantial discount of the standard fees, a discount requested by the City.

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

5.3 To help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration, of \$0.54 per mile as of the date indicated on this Agreement.

5.4 RAI-N will request prior verification, either in hard copy, telefax or via electronic mail in order to incur any expenses over \$100 on behalf of the City. Seeking written approval for expenses of lesser quantities can be time consuming. RAI-N does not anticipate incurring any expenses without prior approval from the City and a detailed reporting of all expenses will be submitted with each invoice.

**SECTION SIX.  
LIABILITY INSURANCE AND INDEMNITY**

6.1 Insurance. Without in any way limiting RAI-N's liability under the indemnification described below, RAI-N shall maintain, during the term of this contract, the following insurance:

Coverage

Commercial General Liability, including:  
Premises and Operations  
Contractual Liability  
Personal-Injury Liability

Minimum Limits  
\$1,000,000 Combined Single  
Limit, per occurrence and \$2,000,000  
general aggregate

Independent Contractors  
Liability

Comprehensive Automobile Liability  
(including, owned, non-owned and  
hired autos)

\$1,000,000 Combined Single Limit, per  
Occurrence

Except Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming City and its directors, officers, employees and agents as additional insured regarding liabilities arising out of performing services. RAI-N shall provide City with certificates of insurance documenting that RAI-N has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be cancelled without 30 days prior written notice to City by first class mail, postage prepaid, 10 days of notice if cancellation is due to nonpayment of premium.

6.2 Indemnity. RAI-N agrees to indemnify, defend and hold harmless the City, its Council members, officers, directors, employees, insurers, indemnitors and agents for, from and against all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by the City arising from, attributable to or caused by acts or omissions of RAI-N (or its officers, directors, shareholders or agents) or any RAI-N'S employee in the performance of or related to the performance of the duties of any RAI-N employee (including, but not limited to injuries to RAI-N employees that may or may not be covered by workers compensation insurance); except, to the extent such suits, claims, liabilities, costs, expenses and debt result from acts or omissions of the City or its Council members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to suits, claims, liabilities, costs, expenses and debt that are not otherwise covered by the City's Liability Insurance provided for by the Pool.

**SECTION SEVEN.**  
**PROVISIONS REQUIRED BY ARIZONA LAW**

7.1 Conflict of Interest. This Agreement is subject to the cancelation provisions of A.R.S. §38-511.

7.2 Employment Eligibility. RAI-N warrants it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of RAI-N to ensure that RAI-N complies with this warranty.



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 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. RAI-N represents and warrants 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 state laws. RAI-N 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.

8.5 Amendment of the Agreement. This Agreement may be amended, in whole or in part only with the mutual written consent of the Parties to this Agreement or by their successor in interest.

8.6 No Assignment nor Assumption. RAI-N shall not assign the benefits of, or delegate the obligations arising under, this Agreement to any person or entity.

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.

8.7 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 in Yuma County, Arizona, and the Parties waive any right to object to such venue.

8.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

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

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

8.11 No Personal Liability. No member, official or employee of the City shall be personally liable to RAI-N, or any successor (a) if any default occurs or breach by the City, (b) for any amount which may become due to the RAI-N or its successor, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of RAI-N under this Agreement shall be limited solely to the assets of RAI-N and shall not extend to or be enforceable

against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of RAI-N; (ii) the shareholders, members or managers or constituent partners of RAI-N; or (iii) officers of RAI-N.

8.12 Time is of the essence. Time is of the essence in this Agreement and RAI-N agrees to use the utmost diligence to perform the obligations in this contract.

8.13 Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties. This provision applies only to this entire Agreement.

8.14 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original.

[Intentionally left blank, signature page follows]

**SECTION NINE.  
EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of and bind the heirs, legal representatives, and successors of the respective Parties.

The Parties have executed this Agreement the day and year set forth above which is the day the last Party approved this Agreement.

**City of San Luis, Arizona**

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Ramirez Advisors Inter-National, L.L.C.**

\_\_\_\_\_  
Luis E. Ramirez Thomas, President

Attachment #1  
Professional Biography

**LUIS E. RAMÍREZ THOMAS, MSFS**

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

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

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

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

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

Luis was recently completed 6 years as a member of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border with Mexico. Luis also recently completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal taskforce designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hester, Heitel & Associates, Inc 6122 N. 7th Street  Phoenix AZ 85014	<b>CONTACT NAME:</b> Dawn McCarthy <b>PHONE (A/C, No, Ext):</b> (602)230-7726 <b>E-MAIL ADDRESS:</b> Dmccarthy@hesterheitel.com		<b>FAX (A/C, No):</b> (602)230-7836
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Ramirez Advisors Inter-National, LLC. 24 West Camelback Rd Suite A-447 Phoenix AZ 85013	<b>INSURER A:</b> Sentinel Insurance Co.		<b>11000</b>
	<b>INSURER B:</b> Landmark American Insurance Co		<b>33138</b>
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 17/18 GL/HNOA 16/17 PROF

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			59SBAPB2979	5/24/2017	5/24/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			59SBAPB2979	5/24/2017	5/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	<b>Professional Liability</b> Claims Made: 10/23/12 Retro			LHR830540	10/23/2016	10/23/2017	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Coverage

**CERTIFICATE HOLDER**

kmacuil@cityofsanluis.org

City of San Luis  
 1090 East Union Street  
 San Luis, AZ 85349

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Hester/BRANDY

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ACORD 25 (2014/01)

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INS025 (201401)



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.D.

**Meeting Date:** 10/25/2017

**Department Head:** Hank Green, Fire Chief, Fire Department

**Submitted By:** Hank Green, Fire Chief, Fire Department

**Action Requested:** Motion

---

### ITEM:

Discussion and possible action on any and all matters regarding the transfer of funds from the Ambulance Enterprise accounts to the Fire Department accounts for Fiscal Year ending June 30, 2017. **(Hank Green, Fire Chief)**

### SUMMARY:

The San Luis Fire Department (SLFD) began operating the ambulance service under its own Certificate of Necessity (CON) on July 6, 2016. During the CON application process and upon review by the Arizona Department of Health Services, it was identified that there would be a shortfall of revenues and that the Ambulance Enterprise might need to receive funds from the General Fund, specifically the Fire Department. As it turns out, the allocations of salaries, expenditures, and revenues resulted in a "profit" within the Ambulance Enterprise accounts. Where we came up short is in the General Fund accounts of the Fire Department. The impact upon the Fire Department accounts was for two reasons:

1. The first was the result of a delay in establishing a payroll code for ambulance personnel, which resulted in all personnel expenses being charged to the General Funds accounts. Additionally, SLFD, the Finance Department, and Human Resources are working to modify Personnel Action Reports to correctly identify Firefighter status to allow work assignments within both the Fire Department (General Funds) and the Ambulance Service (Enterprise Fund). 2. The second impact on the Fire Department funds was the result of a Class Action suit brought against the State of Arizona by the Public Safety Personnel Retirement System (PSPRS) regarding retirement contributions. In the judgment, the City of San Luis became responsible for returning \$192,000.00 to PSPRS Firefighters. The money paid by the City of San Luis will be credited to the City of San Luis against future PSPRS payments, but the impact of this refund was immediately applied as an unfunded mandate against our General Fund Budget. SLFD and the Finance Department are also working to shift allocations of salaries formerly weighted in the Fire Department to the Ambulance Service. This reallocation of funds will also shift ERE expenses from the General Fund to the Enterprise Fund. SLFD and the San Luis Finance Department will continue to modify allocations to achieve balanced budgets within both funds. SLFD is requesting authorization to transfer \$440,200.00 from the Ambulance Service (Enterprise Fund) to the Fire Department (General Fund). The transfer will be allocated as itemized in the Budget Transfer Form.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE TRANSFER OF FUNDS AS PRESENTED.**

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

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** CITY  
**TOTAL:** \$440,200.00  
**BUDGETED AMOUNT:** YES  
**AVAILABLE AMOUNT TO TRANSFER:** \$440,200.00  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 340-341 balance of \$756,816.74  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
Transfer of \$400,000 (Ambulance Services Salaries) and \$40,200 (Ambulance Services Medical Insurance to 100-182-50000 (Fire Salaries), 100-182-50125 (Fire Medical Insurance) and 100-182-80010 (Fire Claims and Judgment) accounts, as indicated on the Budget Transfer Form.

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### Attachments

Budget Performance Report  
Budget Transfer Form

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# Expense Budget Performance Report

Fiscal Year to Date 06/30/17  
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund <b>100 - General Fund</b>										
Department <b>182 - Fire Department</b>										
<b>EXPENSE</b>										
50000	Salaries	1,129,000.00	.00	1,129,000.00	(12,239.45)	.00	1,348,599.50	(219,599.50)	119	1,604,212.19
50005	Part-Time/Hourly	.00	.00	.00	.00	.00	.00	.00	+++	1,324.32
50006	Taxable Travel	.00	390.00	390.00	39.20	.00	423.40	(33.40)	109	295.00
50010	Overtime	110,000.00	.00	110,000.00	(145,808.39)	.00	70,408.03	39,591.97	64	120,196.18
50110	Vision	2,860.00	.00	2,860.00	(414.24)	.00	3,349.39	(489.39)	117	4,160.98
50115	Medfica	17,970.00	10.00	17,980.00	(2,269.63)	.00	20,863.95	(2,883.95)	116	24,764.45
50120	Fica	76,820.00	30.00	76,850.00	(9,704.78)	.00	88,086.99	(11,236.99)	115	107,013.73
50125	Medical Insurance	172,170.00	.00	172,170.00	(38,784.24)	.00	268,866.86	(96,696.86)	156	337,610.00
50130	State Retirement	169,580.00	.00	169,580.00	(22,367.09)	.00	190,939.82	(21,359.82)	113	244,850.95
50135	State Unemployment	7,320.00	.00	7,320.00	(1,113.60)	.00	8,376.50	(1,056.50)	114	9,859.16
50140	Life Insurance	11,620.00	.00	11,620.00	(3,272.21)	.00	10,959.94	660.06	94	15,436.90
50145	Worker's Compensation	39,990.00	.00	39,990.00	(9,592.50)	.00	43,964.33	(3,974.33)	110	67,526.84
50150	APJPERS/Cancer Insurance	1,040.00	.00	1,040.00	.00	.00	1,040.00	.00	100	1,550.00
50155	Dental	8,170.00	.00	8,170.00	(1,099.05)	.00	9,891.32	(1,721.32)	121	11,567.19
50160	EAP Preferred	.00	.00	.00	194.04	.00	757.26	(757.26)	+++	.00
60000	Office Supplies	4,000.00	.00	4,000.00	1,211.37	.00	1,630.27	2,369.73	41	3,043.63
60005	Other Supplies	9,100.00	.00	9,100.00	581.16	.00	9,806.89	(706.89)	108	10,318.69
60006	External Printing	3,900.00	.00	3,900.00	1,105.54	.00	2,454.39	1,445.61	63	1,266.67
60010	Janitorial Supplies	4,000.00	1,000.00	5,000.00	(379.56)	.00	3,416.92	1,583.08	68	3,384.95
60020	Dues/Subscriptions	950.00	1,650.00	2,600.00	95.85	.00	2,207.37	392.63	85	752.27
60025	Uniforms/Other	130,000.00	(43,500.00)	86,500.00	6,596.00	.00	72,170.57	14,329.43	83	20,655.84
60030	Postage	450.00	.00	450.00	10.04	.00	280.78	169.22	62	375.59
60035	Minor Tools/Equipment Supplies	12,000.00	4,590.00	16,590.00	1,574.57	.00	15,638.90	951.10	94	8,802.99
60040	Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	17.00
60050	Vehicle/Equipment Supplies	20,000.00	12,040.00	32,040.00	7,551.36	.00	27,964.03	4,075.97	87	41,973.77
70000	Vehicle Maintenance	35,000.00	8,900.00	43,900.00	26,054.77	.00	36,114.15	7,785.85	82	24,016.24
70005	Gas/Oil	23,000.00	.00	23,000.00	2,591.71	.00	19,795.84	3,204.16	86	12,947.88
70020	Building Maintenance / Repairs	3,600.00	.00	3,600.00	2,200.00	.00	2,881.55	718.45	80	223.12
70025	Maintenance/Other	8,000.00	8,560.00	16,560.00	494.00	.00	7,642.71	8,917.29	46	7,248.75
70035	Equipment Maintenance	.00	.00	.00	.00	.00	23.76	(23.76)	+++	.00
70040	Software Support	23,000.00	5,000.00	28,000.00	481.26	.00	28,026.43	(26.43)	100	21,604.74
80000	Contractual Services	41,850.00	(750.00)	41,100.00	516.52	.00	26,592.29	14,507.71	65	27,022.51
80005	Special Services	3,000.00	.00	3,000.00	33.00	.00	1,437.43	1,562.57	48	2,245.28
80009	Promotional Items	.00	.00	.00	.00	.00	.00	.00	+++	1,071.84
80010	Claims and Judgment	.00	.00	.00	191,873.63	.00	191,873.63	(191,873.63)	+++	.00
80025	Travel and Per Diem	5,000.00	4,570.00	9,570.00	108.00	.00	9,531.24	38.76	100	4,471.11
80027	Conferences / Registration Fees	1,400.00	3,000.00	4,400.00	.00	.00	4,385.00	15.00	100	903.49
80036	Non - degree seeking / Certifications	16,500.00	(900.00)	15,600.00	2,100.00	.00	4,165.00	11,435.00	27	6,450.00



# Expense Budget Performance Report

Fiscal Year to Date 06/30/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund <b>100 - General Fund</b>										
Department <b>182 - Fire Department</b>										
EXPENSE										
80045	Land Lines	3,000.00	.00	3,000.00	259.94	.00	2,873.27	126.73	96	3,028.79
80046	Cell Phones & Others Devices	17,480.00	(4,590.00)	12,890.00	1,261.06	.00	5,782.88	7,107.12	45	4,233.72
80050	Utilities Electricity	20,000.00	.00	20,000.00	2,252.54	.00	18,485.13	1,514.87	92	21,367.73
80051	Solar Power	13,000.00	.00	13,000.00	3,853.36	.00	21,462.70	(8,462.70)	165	27,505.48
80055	Utilities Water & Sewer	3,000.00	.00	3,000.00	333.86	.00	2,881.00	119.00	96	6,041.21
<b>EXPENSE TOTALS</b>		<b>\$2,147,770.00</b>	<b>\$0.00</b>	<b>\$2,147,770.00</b>	<b>\$6,328.04</b>	<b>\$0.00</b>	<b>\$2,586,051.42</b>	<b>(\$438,281.42)</b>	<b>120%</b>	<b>\$2,811,341.18</b>
Department <b>182 - Fire Department Totals</b>		<b>(\$2,147,770.00)</b>	<b>\$0.00</b>	<b>(\$2,147,770.00)</b>	<b>(\$6,328.04)</b>	<b>\$0.00</b>	<b>(\$2,586,051.42)</b>	<b>\$438,281.42</b>	<b>120%</b>	<b>(\$2,811,341.18)</b>
Fund <b>100 - General Fund Totals</b>		<b>\$2,147,770.00</b>	<b>\$0.00</b>	<b>\$2,147,770.00</b>	<b>\$6,328.04</b>	<b>\$0.00</b>	<b>\$2,586,051.42</b>	<b>(\$438,281.42)</b>		<b>\$2,811,341.18</b>



# Expense Budget Performance Report

Fiscal Year to Date 06/30/17  
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 340 - Ambulance Service										
Department 341 - AS										
	EXPENSE									
50000	Salaries	545,520.00	210,000.00	755,520.00	302,773.31	.00	319,998.36	435,521.64	42	.00
50005	Part-Time/Hourly	449,220.00	(290,000.00)	159,220.00	8,002.40	.00	88,354.46	70,865.54	55	.00
50006	Taxable Travel	.00	160.00	160.00	58.80	.00	166.60	(6.60)	104	.00
50010	Overtime	19,000.00	80,000.00	99,000.00	159,799.65	.00	164,059.14	(65,059.14)	166	.00
50110	Vision	1,300.00	.00	1,300.00	842.24	.00	882.94	417.06	68	.00
50115	Medfica	14,700.00	10.00	14,710.00	6,741.92	.00	8,200.87	6,509.13	56	.00
50120	Fica	62,860.00	10.00	62,870.00	28,827.58	.00	35,065.87	27,804.13	56	.00
50125	Medical Insurance	171,230.00	.00	171,230.00	74,311.82	.00	77,454.49	93,775.51	45	.00
50130	State Retirement	77,020.00	.00	77,020.00	62,868.04	.00	65,907.70	11,112.30	86	.00
50135	State Unemployment	6,040.00	.00	6,040.00	2,724.71	.00	3,322.40	2,717.60	55	.00
50140	Life Insurance	5,770.00	.00	5,770.00	4,744.76	.00	4,987.45	782.55	86	.00
50145	Worker's Compensation	34,980.00	.00	34,980.00	16,581.87	.00	20,049.58	14,930.42	57	.00
50150	APJPERS/Cancer Insurance	510.00	.00	510.00	.00	.00	510.00	.00	100	.00
50155	Dental	4,310.00	.00	4,310.00	2,475.59	.00	2,595.36	1,714.64	60	.00
50160	EAP Preferred	.00	.00	.00	39.06	.00	61.74	(61.74)	+++	.00
60005	Other Supplies	3,000.00	.00	3,000.00	453.00	.00	455.24	2,544.76	15	.00
60006	External Printing	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
60020	Dues/Subscriptions	200.00	100.00	300.00	.00	.00	180.00	120.00	60	.00
60025	Uniforms/Other	10,000.00	.00	10,000.00	796.90	.00	9,732.62	267.38	97	.00
60035	Minor Tools/Equipment Supplies	24,400.00	(6,100.00)	18,300.00	4,565.56	.00	9,737.71	8,562.29	53	.00
60050	Vehicle/Equipment Supplies	40,000.00	1,500.00	41,500.00	5,244.62	.00	40,604.43	895.57	98	.00
70000	Vehicle Maintenance	10,000.00	13,100.00	23,100.00	1,427.84	.00	23,133.32	(33.32)	100	.00
70005	Gas/Oil	35,000.00	(1,600.00)	33,400.00	3,619.95	.00	17,609.81	15,790.19	53	.00
70010	Liability Insurance	11,500.00	.00	11,500.00	.00	.00	.00	11,500.00	0	.00
70025	Maintenance/Other	3,000.00	.00	3,000.00	.00	.00	2,960.00	40.00	99	.00
70030	Depreciation	.00	.00	.00	8,277.00	.00	8,277.00	(8,277.00)	+++	.00
70040	Software Support	11,600.00	(8,000.00)	3,600.00	.00	.00	4,271.57	(671.57)	119	.00
80000	Contractual Services	150,000.00	1,000.00	151,000.00	41,563.74	.00	126,433.90	24,566.10	84	.00
80025	Travel and Per Diem	12,000.00	(180.00)	11,820.00	354.00	.00	484.00	11,336.00	4	.00
80027	Conferences / Registration Fees	1,200.00	.00	1,200.00	.00	.00	182.61	1,017.39	15	.00
80028	Interview Expenses	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
80040	Bank Services	.00	.00	.00	.00	.00	275.00	(275.00)	+++	.00
80046	Cell Phones & Others Devices	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	.00
80050	Utilities Electricity	9,000.00	.00	9,000.00	563.13	.00	1,639.93	7,360.07	18	.00
80051	Solar Power	7,500.00	.00	7,500.00	963.34	.00	1,457.00	6,043.00	19	.00
80055	Utilities Water & Sewer	3,000.00	.00	3,000.00	83.46	.00	1,910.39	1,089.61	64	.00
82000	Interest	.00	.00	.00	5,923.77	.00	5,923.77	(5,923.77)	+++	.00



# Expense Budget Performance Report

Fiscal Year to Date 06/30/17

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund <b>340 - Ambulance Service</b>										
Department <b>341 - AS</b>										
	<b>EXPENSE</b>									
90000	Capital Outlay - Equipment	154,000.00	379,290.00	533,290.00	(81,049.30)	.00	24,666.58	508,623.42	5	.00
	<b>EXPENSE TOTALS</b>	<b>\$1,887,360.00</b>	<b>\$379,290.00</b>	<b>\$2,266,650.00</b>	<b>\$663,578.76</b>	<b>\$0.00</b>	<b>\$1,071,551.84</b>	<b>\$1,195,098.16</b>	<b>47%</b>	<b>\$0.00</b>
	Department <b>341 - AS</b> Totals	<b>(\$1,887,360.00)</b>	<b>(\$379,290.00)</b>	<b>(\$2,266,650.00)</b>	<b>(\$663,578.76)</b>	<b>\$0.00</b>	<b>(\$1,071,551.84)</b>	<b>(\$1,195,098.16)</b>	<b>47%</b>	<b>\$0.00</b>
	Fund <b>340 - Ambulance Service</b> Totals	<b>\$1,887,360.00</b>	<b>\$379,290.00</b>	<b>\$2,266,650.00</b>	<b>\$663,578.76</b>	<b>\$0.00</b>	<b>\$1,071,551.84</b>	<b>\$1,195,098.16</b>		<b>\$0.00</b>
	Grand Totals	<b>\$4,035,130.00</b>	<b>\$379,290.00</b>	<b>\$4,414,420.00</b>	<b>\$669,906.80</b>	<b>\$0.00</b>	<b>\$3,657,603.26</b>	<b>\$756,816.74</b>		<b>\$2,811,341.18</b>





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.E.

**Meeting Date:** 10/25/2017

**Department Head:** Jenny Torres, Economic Development Manager, Administration, Economic Development

**Submitted By:** Dania Castillo, Economic Development Assistant, Administration, Economic Development

**Action Requested:** Motion  
Resolution

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### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2010. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the entering into an Intergovernmental Agreement with the City of Somerton, Town of Wellton, City of Yuma, and Yuma County for the 4Fronted Binational Program. **(Jenny Torres, Economic Development Manager)**

### SUMMARY:

The municipalities of Yuma County expressed an interest to continue with the binational economic development program focused on education, infrastructure, tourism, and economic development. 4Fronted is represented by the economic development staff or designee of each community participating in this program. The Border Business Case represents the goals and strategies for the 4Fronted group. The County and Cities shall contribute to the funding to meet the goals of this agreement based on a twenty cents (20¢) per capita using the 2015 population census estimate. The City of San Luis' contribution for this effort is **\$6,800.00**.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2010.**

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

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$6,800.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80000/Contractual Services/\$394,674.00

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

Funds budgeted under Council Contractual Services, account number 100-110-80000.

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## **Attachments**

Resolution No. 2010

IGA 4Fronted

4Fronted Budget

Accomplishments

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2010

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOMERTON, TOWN OF WELLTON, CITY OF YUMA, AND YUMA COUNTY FOR THE 4FRONTED BINATIONAL PROGRAM.**

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

**Section 1.** That it is deemed in the best interest of City of San Luis and its residents that an Intergovernmental Agreement with the City of Somerton, Town of Wellton, City of Yuma, and Yuma County for the 4Fronted Binational Program.

**Section 2.** That a true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full.

**Section 3.** That the Mayor or City Manager and/or his designee are hereby authorized and directed to execute this Intergovernmental Agreement on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect.

**Section 4.** That the San Luis City Clerk and/or her designee is authorized and directed to maintain this Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the City of Somerton, Town of Wellton, City of Yuma, and Yuma County.

**PASSED, ADOPTED and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**INTERGOVERNMENTAL AGREEMENT OF THE  
4FrontED BINATIONAL PROGRAM  
TO SUPPORT  
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION**

This AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 (the “Agreement Date”), among the following governing Agencies of the State of Arizona and in or of the County of Yuma:

the City of San Luis, an incorporated city under the laws of Arizona and having its administrative offices at  
1090 East Union Street  
San Luis, Arizona 85349 (“San Luis”);

the City of Somerton, an incorporated city under the law of Arizona and having its administrative offices at  
110 North State Avenue  
Somerton, Arizona 85350 (“Somerton”);

the Town of Wellton, an incorporated town under the laws of Arizona and having its administrative offices at  
28634 Oakland Avenue  
Wellton, Arizona 85356 (“Wellton”);

the City of Yuma, a charter city under the laws of Arizona and having its administrative offices at  
One City Plaza  
Yuma, Arizona 85364 (“Yuma”) and

the County of Yuma, a body corporate and politic of the State of Arizona and having its administrative offices at  
198 South Main Street  
Yuma, Arizona 85364 (the “County”).

The above-listed cities are known collectively as (the “Cities” and” the “County”). The County and Cities comprise a funding committee of the Yuma area for the sole purposes of this Agreement.

## RECITALS

- A. The County and the Cities joining in this Agreement wish to formalize a bilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; regions within the State of California, U.S.A.; San Luis Rio Colorado; regions within Baja California, Mexico.
- B. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11
- C. The County and the Cities support the 4FrontED Binational Region program objectives which include but are not limited to the following:

### Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturers in RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in packaged food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the region, impact the regional tax base, and attract new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.

- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

#### Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.
- Collaborate with Arizona Western College, Northern Arizona University and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

#### Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FrontED region.
- Develop and promote a binational calendar of events.

#### Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

#### Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FrontED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

#### Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

**NOW THEREFORE**, the parties agree as follows:

**SECTION ONE. DEFINITION OF TERMS**

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

“Region” means Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

**SECTION TWO. GENERAL PROVISIONS**

- A. The City of San Luis, Arizona is the fiscal agent responsible for administering the funds for the binational program. San Luis shall only use the funds for the objectives stated in the recitals, and the funds expended, not exceed the one-year budget as set forth in Exhibit A, attached and incorporated by reference to this Agreement. The fiscal agent will require at least one City and/or, County to approve expenses in writing. The fiscal agent will be responsible for the engagement of the services of the coordinator along with the rest of the Cities, expenses and budget reports to the other Cities.
- B. The County and Cities shall contribute to the funding of services for a bi-lingual/bi-cultural coordinator and related economic activities based on twenty cents (20¢) per capita and using the Parties’ 2015 population estimates as follows:

<b>Location</b>	<b>Population</b>	<b>Contribution</b>
San Luis, AZ	34,001	\$ 6,800.00
Somerton	15,759	\$ 3,152.00
Wellton	3,101	\$ 620.00
Yuma City	97,950	\$ 19,590.00
Yuma County <sup>1</sup>	64,180	\$ 12,836.00
<b>Total</b>	<b>214,991</b>	<b>\$ 42,998.00</b>

<sup>1</sup> Yuma County population only includes population not within an incorporated area.

- C. The Binational program shall meet the goals in the border business case incorporated in this Agreement.
- D. The County and the Cities shall, through the fiscal agent, engage the services of a bi-lingual/bi-cultural coordinator to manage the Binational program.
- E. The County and the Cities shall, through the fiscal agent, contract with any other contractor (s) or entity to meet the goals as stated in this Agreement.
- F. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.
- G. The recitals set forth in this Agreement, by this reference, are incorporated and deemed part of this Agreement.

### **SECTION THREE. FORCE MAJEURE**

If by reason of force majeure any party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement for any reason, or on account of any other causes not reasonably within the control of the party claiming such liability.

#### **SECTION FOUR. TERM OF AGREEMENT; RENEWAL**

This Agreement shall be effective as of the \_\_\_\_ day of \_\_\_\_\_ 2017 and shall have a term of one year, ending the \_\_\_\_\_ day of \_\_\_\_\_ 2018 unless a party provides the other parties with written notice of termination a minimum of 30 days prior to terminating. This Agreement may be terminated by any party with or without cause, provided that such party provides written notice of termination to all other parties as set forth above.

If this Agreement is terminated prior to the expiration date, the fiscal agent shall return any and all remaining unexpended funds to the Cities and the County in proportion to the amounts originally disbursed by each party.

#### **SECTION FIVE. SEVERABILITY**

The parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement, and the rights and obligations of the parties to this Agreement shall be construed and remain in force accordingly.

**SECTION SIX. COUNTERPARTS**

This agreement may be executed in counterparts, any of which shall be deemed to be an original.

The parties have executed this Agreement in Yuma County, Arizona as follows:

The City of San Luis

By

\_\_\_\_\_

Gerardo Sanchez

Mayor

This \_\_\_\_ day of \_\_\_\_\_ 2017

The City of Somerton

By:

\_\_\_\_\_

Jose Yepez

Mayor

This \_\_\_\_ day of \_\_\_\_\_ 2017

The Town of Wellton

By:

\_\_\_\_\_

Cecilia C McCullough

Mayor

This \_\_\_\_ day of \_\_\_\_\_ 2017

The City of Yuma

By:

\_\_\_\_\_

Douglas Nicholls

Mayor

This \_\_\_\_ day of \_\_\_\_\_ 2017

The County of Yuma

By:

\_\_\_\_\_

Marco A. Reyes

Chair of the County Board of Supervisors

This \_\_\_\_ day of \_\_\_\_\_ 2017

I hereby state that I am the 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

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Kay Marion Macuil  
San Luis City Attorney

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

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Jorge Lozano  
Somerton City Attorney

I hereby state that I am an attorney for the Town of Wellton, 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 Town of Wellton, Arizona under the laws of the State of Arizona.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

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Gary Verburg  
Wellton Town Attorney

I hereby state that I am the attorney for the City of Yuma, 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 Yuma, Arizona under the laws of the State of Arizona.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

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Richard W. Files  
Yuma City Attorney

I hereby state that I am the attorney for the County of Yuma, 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 County of Yuma, Arizona under the laws of the State of Arizona.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

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Jon R. Smith  
Yuma County Attorney



# FY17-18 Budget

					Total
<b>REVENUE</b>					
Yuma County					\$ 12,836
Town of Wellton					\$ 620
City of Yuma					\$ 19,590
City of Somerton					\$ 3,152
City of San Luis					\$ 6,800
2016-2017 carry over funds					\$ 30,325
Grants					\$ 500
<b>Total Revenue</b>					<b>\$ 73,823</b>
<b>CONFERENCES &amp; TRADE SHOWS</b>					
	<b>Representative Attending</b>	<b>Venue</b>	<b>Industry</b>	<b>Date</b>	
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Conferences &amp; Trade Shows</b>					<b>\$ -</b>
<b>MARKETING</b>					
External Printing		Brochures, B Cards, Letterhead			\$ 1,000
Website Hosting		Hosting, Domain, Security			\$ 675
Website improvements		Graphic designs			\$ 12,600
Marketing		Magazine, etc.			\$ -
<b>Total Marketing</b>					<b>\$ 14,275</b>
<b>ADMINISTRATION</b>					
Conferences & Forums		Sponsorship, membership			\$ 8,000
Sponsorships					\$ 15,000
Miscellaneous		Catering, supplies			\$ 600
Contractual Services		Coordinator			\$ 18,000
Special Servcies		Consultant(s)			\$ -
<b>Administration Total</b>					<b>\$ 41,600</b>
<b>Total Budget</b>					<b>\$ 55,875</b>



# 4FRONTED

The Power of 4 Regions and 2 Nations

## 4FRONTED ACCOMPLISHMENTS

### EDUCATION

- Adopted Memorandum of Understanding (MOU) for the Four Border International Academic Alliance Arizona-Baja California-Sonora
- Established an International Academic Alliance Working Group

### ECONOMIC DEVELOPMENT

- Established a Yuma-Mexicali Manufactures Alliance
- Recruitment of Martech Medical
- Awarded the American Planning Association Best Project Award
- Awarded the Donald E. Hunter Award of Excellence
- Yuma County Adopted the Virtual Concept Policy
- Executed the Binational Agreement between the City of San Luis and Secretariat of Economic Development of the State of Baja California
- Conducted the Business Expo Arizona-Baja California

### INFRASTRUCTURE

- Established the cost to producing a feasibility study for Southwest Gas to provide natural gas to the East part of San Luis.
- Supported the San Luis I Port of Entry \$6 million pedestrian facility.
- Regional letter signed by Mayors of the region to support appropriation of \$234 million to modernize San Luis I Port of Entry.

### TOURISM

- Establishment the Annual Mayor's Binational Bicycle Event
- Expanding the participating agencies to include Cocopah and Algodones.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.A.

**Meeting Date:** 10/25/2017

**Department Head:** Tadeo A. De La Hoya, City Manager, Administration

**Submitted By:** Melissa Lopez, Deputy City Clerk, City Clerk's Office

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager and Jenny Torres, Economic Development Manager)**

#### SUMMARY:

This contract came before City Council in a Work Session earlier this year and City Council directed staff to negotiate changes. The changes were made and presented at the informal work session on October 18, 2017. At that informal work session GYEDC presented a report of their activities. The amount of the contract is unchanged from last year at **\$40,000.00**.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO RATIFY, APPROVE AND ADOPT THE CONTRACT WITH GYEDC IN THE AMOUNT OF \$40,000.00 AS PRESENTED.**

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

N/A

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$40,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Contractual Services Acct. #100-110-80000 / Remaining Balance \$390,295.46

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

Contractual amount was budgeted for Fiscal Year 2017-2018

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#### Attachments

2017-2018 GYEDC Contract

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**OUTSIDE AGENCY AGREEMENT  
BETWEEN THE CITY OF SAN LUIS AND  
THE GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION**

THIS Outside Agency Agreement (the “Agreement”) made this \_\_\_\_\_ day of November, 2017, between the City of San Luis, Arizona (the “City”), a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona (“City”) and the Greater Yuma Economic Development Corporation (“GYEDC”), a non-profit organization. The City and GYEDC are referred to individually as the “Party” and collectively as the “Parties.”

WHEREAS, the City is interested in supporting organizations that promote the creation of wealth for all citizens within the Yuma region; and,

WHEREAS, GYEDC’s mission is to expand economic activity within Yuma County by attracting commerce and industry to the region, and to assist in developing the region’s existing industry to its fullest potential. GYEDC actively recruits base industry to Yuma County combined with aggressive support to existing industry thus creating a stronger tax base supported by new investment dollars to our economy; and,

WHEREAS, the City wants to support GYEDC.

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

**I. GYEDC RESPONSIBILITIES**

GYEDC shall:

A. Perform the following services for the City:

1. Conduct business retention and expansion activities for existing companies and grow jobs through retention;
2. Act as a facilitator to the Yuma Manufacturer’s Association;
3. Represent employers’ on the Yuma Private Industry Council regarding workforce needs and training;
4. Foster educational opportunities through cooperation with the Yuma School Districts and college institutions, assist with grant applications, and help guide the development of curriculum geared towards workforce needs;
5. Encourage Yuma partnerships with the University of Arizona, Arizona State University, Northern Arizona University, and Arizona Western College;
6. Represent the Yuma region at the Arizona-Mexico Commission;
7. Represent the region on the Arizona Commerce Authority Rural Advisory Council grant funding, infrastructure funding and statewide support for rural development
8. Work with the 4FrontED consortium of Yuma County Public Agencies, San Luis Sonora and Mexicali Baja.

9. Maintain active involvement in the Statewide Economic Development Organization;
10. Maintain active involvement in the International Economic Development Organization;
11. Continue to provide cost analysis and statistic reports quarterly and upon request;
12. Publish a monthly publication depicting economic happenings in the region, state and federal areas as well as showcasing local investors driving economic vitality;
13. Conduct local speaking engagements to inform the community of GYEDC's activities at the state and national levels which brings positive attention to the Yuma region;
14. Conduct outbound marketing to targeted industry sectors that align with the Yuma regions assets; and
15. Identify grants, incentives and low-interest financing mechanisms to assist existing base industry expansion
16. Conduct business recruitment activities designed to provide new jobs and improve tax base for San Luis, Arizona; such as the recruitment of businesses to the San Luis Business Incubator.
17. Communicate and encourage attendance by City staff and elected officials in events such as trade shows, site consultant visits and company visits to promote our community.
18. Partner with the Yuma International Airport to recruit research and development companies to utilize Rolle Airfield.
19. Advise via reporting the number of businesses contacted, visited Yuma area/San Luis, and San Luis tours provided to businesses.
20. Report twice per year to the San Luis City Council on employee recruitment, wages and capital investments attributed to new businesses for the region/San Luis area.
21. Assist the City in producing marketing materials directed towards target industries and promote the City industrial properties.
22. Such other services as the parties agree may be feasible, necessary, and appropriate to help expand the city's job base and improve the city tax base within GYED's strategic plan and mission.

B. Maintain the following:

1. A point of contact for all inquiries concerning locating or expanding in Yuma County through the GYEDC website;
2. Data Clearing House for all statistics needed for site selection and economic vitality of the region;
3. Maintain the Business Contact and Management Network and LinkedIn contacts;
4. Influence and provide access to economic development policy, best practices and economic modeling that calculates costs of doing business in the region;
5. Maintain GIS/Demographic website tool for site selectors and company research;
6. Maintain Grantee designation for Yuma Foreign Trade Zone 219; and
7. Serve as the resource for New Market Tax Credit funding.

C. Maintain accurate records of all monies received from the City and the disbursement of all such monies. GYEDC shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB

116 and 117 as issued by the American Institute of Certified Public Accountants (“ACIPA”), and with the AICPA Audit Guide for Non-Profit Corporations and shall separately account for all funds provided by the City pursuant to this Agreement.

- D. On or before July 1<sup>st</sup> of each year, provide the City with names and addresses of officers or directors, bylaws, and articles of incorporation and amendments thereto of GYEDC. In the event of any change of officer and/or director, bylaws, or articles of incorporation, GYEDC shall provide the City written notice of said change and, if applicable, a copy of any changed bylaws or articles of incorporation within thirty (30) days thereafter.
- E. In coordination with the City’s Economic Development Manager, GYEDC shall participate in Pre-Development Meetings with the City of San Luis, for any prospective business considering relocation within City limits, prior to any agreement/commitments being entered into.
- F. Within fifteen (15) days after the end of each quarter (the end of each quarter being March 31, June 30, September 30, and December 31) of each year this Agreement is in effect, provide the City with a report and records of revenue and disbursements of monies received from the City for the most recent quarter. Such report shall contain analytical memoranda which:
  - 1. Lists travel activities;
  - 2. Lists capital expenditures;
  - 3. Describes results of activities and expected achievements; and
  - 4. Describes program effectiveness.

A separate program status report documenting activities from July 1st to December 31st, shall be submitted to the City mid-month of the following February. The separate program status report documenting activities from January 1st to June 30th must be submitted on or before August 15<sup>th</sup> of the same year.

- G. The City Administrator may also require GYEDC to provide a brief monthly statement or status report in a form set forth by the City.

## **II. CITY RESPONSIBILITIES**

The City shall:

- A. In order to assess the impact of the efforts of GYEDC, the City shall evaluate GYEDC’s performance relative to the performance criteria set forth in this Agreement. Any additional information desired by the City which is relevant and necessary to the City’s evaluation shall be made available by GYEDC.
- B. Unless terminated as provided in Article V, the City shall provide funds as directed by the City Council to GYEDC for the fiscal year in the amount approved by City Council

as part of the annual budget process. Such sum shall be disbursed on a monthly basis as set forth in Article III of this Agreement.

### **III. METHOD OF PAYMENT**

- A. GYEDC shall submit a monthly request for payment to the City's Finance Director detailing the proposed expenditures for the month and actual expenditures to date.
- B. Upon approval of the request for payment by the City, the City's Finance Director shall make payments to GYEDC within fifteen (15) days, except that the City may, at the City's sole discretion, withhold payment, in whole or in part, as may be necessary to protect the City from loss on account of:
  - 1. GYEDC's failure to render acceptable services as stated in the performance criteria of Section I of this Agreement. The City Administrator, or designee, shall investigate and monitor the quality of GYEDC's services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Administrator shall notify GYEDC of the specific deficiencies in performance and provide a reasonable time for GYEDC to rectify said deficiencies, but in no event shall such time to rectify exceed ninety (90) days. Whether or not GYEDC's services are acceptable will be the City's exclusive decision;
  - 2. GYEDC's failure to supply information, documents, records or reports as required by this Agreement;
  - 3. GYEDC's failure to comply with the accounting procedures set forth in this Agreement; or
  - 4. GYEDC's failure to allocate money received from the City for the purposes described in this Agreement.

### **IV. FINANCIAL SUPPORT AND TERM OF AGREEMENT**

- A. The term of this Agreement shall be for one year commencing on July 1, 2017, and ending on June 30, 2018 and will renew up to four additional one (1) year terms upon approval of the City's annual budget and funding for GYEDC for each fiscal year.
- B. The City agrees to pay to GYEDC the amount of \$40,000.00 for services to be provided by GYEDC pursuant to this Agreement during Fiscal Year 2017-2018.
- C. Funding amounts and renewal of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the City.
- D. If GYEDC's performance does not, in all material respects, meet the minimum requirements as described in Section I of this Agreement, this Agreement may not be renewed by the City Council.

- E. Nothing in this Agreement shall preclude the City from contracting separately with GYEDC for services upon terms and conditions to be negotiated by the City and GYEDC, in addition to those services to be provided under this Agreement..

## V. TERMINATION

This Agreement may be terminated by the City at any time if any of the following occur:

- A. At the City's sole desire, in which case the City shall provide thirty (30) days written notice to GYEDC;
- B. If GYEDC breaches this Agreement or defaults on any of its contractual obligations the City shall provide GYEDC ninety (90) days written notice of the specific grounds for termination and provide a reasonable time for remedial action by GYEDC. In no event shall such time to remedy exceed ninety (90) days; or
- C. By mutual written consent of both Parties.

## VI. INDEMNIFICATION

To the fullest extent permitted by law, GYEDC shall defend, indemnify and hold harmless the City, the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims, liabilities, demands, damages, losses, injuries to property or persons (including death), and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of GYEDC's intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions of GYEDC's employees, agents, advertisers, contractors, subcontractors, or any other person for which GYEDC may be legally liable, in the performance of this Agreement.

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

## VII. INSURANCE

### A. General.

1. *Insurer Qualifications.* Without limiting any obligations or liabilities of GYEDC, GYEDC shall purchase and maintain, at its own expense, the hereinafter stipulated minimum insurance coverages with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms

satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

2. *No Representation of Coverage Adequacy.* The City shall have the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve GYEDC from, nor be construed or deemed a waiver of, GYEDC's obligation to maintain the required insurance at all times during the performance of this Agreement.
3. *Additional Insured.* All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as "Additional Insured" as specified under the respective coverage sections of this Agreement.
4. *Waiver.* All policies, except for Professional Liability, shall contain an endorsed waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of GYEDC. GYEDC shall arrange to have such subrogation waivers incorporated into each policy by written endorsement.
5. *Coverage Term.* All required insurance shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
6. *Primary Insurance.* GYEDC's insurance shall be primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
7. *Claims Made.* In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and containing the required provisions for the three-year period.
8. *Policy Deductibles and/or Self-Insured Retentions.* The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. GYEDC shall be solely responsible for any such deductible or self-insured retention amount.

9. *Use of Subcontractors.* If any work under this Agreement is subcontracted in any way, GYEDC shall execute written agreements with its subcontractors containing the indemnification and insurance requirement provisions set forth in this Agreement protecting the City and GYEDC. GYEDC shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
  
10. *Evidence of Insurance.* Prior to receiving any funds, or commencing any work or services under this Agreement, GYEDC will provide the City with suitable evidence of insurance in the form of certificates of insurance, endorsements, and a copy of the declaration page(s) of the insurance policies as required by this Agreement. The City may reasonably rely upon the certificates of insurance, endorsements, and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, GYEDC shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the title or this Agreement. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
  - a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds for commercial general liability under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - b. GYEDC’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
  - c. All policies, except for Professional Liability and Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by GYEDC under this Agreement.
  - d. Each insurance policy required by the insurance provisions of the Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to City. Such notice shall be sent directly to the City Administrator, One City Plaza, P.O. Box 13014, Yuma, Arizona, 85364 and shall be sent by certified mail, return receipt requested.

B. Required Insurance Coverage.

1. *Commercial General Liability.* GYEDC shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest

extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2. *Professional Liability.* If this Agreement is the subject of any professional services or work, or if GYEDC engages in any professional services or work adjunct or residual to performing the work under this Agreement, GYEDC shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by GYEDC, or anyone employed by GYEDC, or anyone for whose negligent acts, mistakes, errors and omissions GYEDC is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

D. Workers Compensation: GYEDC understands and agrees that GYEDC’s employees, agents, contractors, volunteers, and directors, are not serving as an employee of the City in any manner and therefore are not entitled to any of the City’s industrial benefit coverages, including Workers’ Compensation coverages. GYEDC acknowledges that any injury its employees sustain in the performance of this Agreement will be not be eligible for industrial benefits through the City and any necessary treatment will be GYEDC, or GYEDC’s insurer’s, sole responsibility.

## VIII. GENERAL CONDITIONS

A. Non-Discrimination Laws. GYEDC shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, as amended, State Executive Order 2009-09, the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental disability, and with the Americans with Disability Act of 1990. In addition, GYEDC shall include similar requirements of subcontractors in any contracts entered into for performance of GYEDC’s obligations under this Agreement.

B. Financial Review. GYEDC shall make their financial records available for inspection by the City, or its designee, upon reasonable notice during normal business hours of the City. If the City desires a financial audit by a certified public accountant of the

GYEDC's financial records to verify use of City funds according to the terms and conditions of this Agreement, GYEDC shall cooperate fully in the performance of such audit. GYEDC shall be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports that are received by the City.

- C. Compliance with Laws. GYEDC shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, GYEDC shall include similar requirements of subcontractors in any contracts entered into for performance of GYEDC obligations under this Agreement.
- D. Successors and Assigns. This Agreement is not assignable unless both Parties mutually consent otherwise in writing and signed by both Parties. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- E. Attorney Fees and Costs. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- F. Laws Governing/Venue. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona.
- G. Non-Waiver. The failure or delay of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.
- H. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- I. Entire Agreement and Amendments. This instrument contains the entire Agreement between the Parties, and no oral or written statement, promises, or inducements made by

either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by both Parties.

- J. Relationship of Parties. The Parties understand and expressly agree that GYEDC is an independent contractor and is not an employee of the City. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is the principal or agent of the other.
- K. Rights/Obligations of Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of GYEDC of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
- M. Boycott of Israel. Pursuant to A.R.S. § 35-393.01, GYEDC certifies it is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees that for the duration of this Agreement GYEDC will not engage in a boycott of Israel.
- N. Conflict of Interest. This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
- O. Environmental Conditions. GYEDC shall take all steps necessary to ensure GYEDC compliance with all applicable federal, state, and local environmental laws, regulations and ordinances, and shall indemnify and hold the City harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.
- P. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, GYEDC and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). GYEDC's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

The City retains the legal right to inspect the papers of any GYEDC contractor or subcontractor employee who works on this Agreement to ensure that GYEDC or subcontractor is complying with this warranty.

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

R. Notices. Unless otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively “Notices”) required or permitted hereunder shall be in writing and delivered by registered or certified U.S. mail, postage prepaid, or personally delivered, at the address shown below. Notices shall be deemed received at the time of actual receipt, which shall be evidenced by a copy of receipt (in the case of notices that are personally delivered), or as evidenced by the United States Postal Service receipt; or five (5) calendar days after mailing, whichever comes first, in the case of notices that are mailed.:

To City:

City of San Luis  
Attn: City Administrator  
1090 E Union St  
San Luis AZ 85349

To GYEDC:

Greater Yuma Economic  
Development Corporation  
Attn: Julie Engel, President  
899 E. Plaza Circle, Ste. 2  
Yuma, Arizona 85364

S. Provisions Required by Law. Each and every provision of law and any clause required by to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly

inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

[Intentionally left blank, signature page follows]

The Parties have executed this Agreement in Yuma County, Arizona the day and year set forth above which is the day the last Party approved this Agreement.

City of San Luis, Arizona

Greater Yuma Economic  
Development Corporation

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Tadeo A. De La Hoya  
City Administrator

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Julie Engel, President

ATTEST:

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Sonia Cornelio  
City Clerk

APPROVED AS TO FORM:

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Kay Marion Macuil  
City Attorney