



## NOTICE OF WORK SESSION

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 Work Session meeting at 6:30 p.m., Wednesday, September 6, 2017. The Work Session 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 SESION DE TRABAJO

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 Sesión de Trabajo a las 6:30 p.m., el día Miércoles 6 de Septiembre 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**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**September 6, 2017**  
**6:30 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.**

1. **CALL TO ORDER/ROLL CALL**
2. **AGENDA ITEMS:**
  2. A. Discussion and possible directions to staff on any and all matters regarding an update on the status of current utility rates and the analysis conducted by Economists.com for forecasted utility rates to fund future capital improvement projects. **(Mr. Dan Jackson, Economists.com, Eulogio Vera, Director of Public Works, Jorge Perez, Billing and Collections Manager)**
  2. B. Discussion and possible directions to staff on any and all matters regarding waiver of city fees associated with construction of a house the proceeds of which will be used towards a domestic violence safe house in the City of San Luis, Arizona. **(Augustin Tumbaga, Jr., Director of the Non-Profit, Pueblo Housing and Community Development)**
  2. C. Discussion and possible directions to staff on any and all matters regarding Memorandum of Understanding with Wizard Education for Field Internship Training of paramedic students. **(Hank Green, Fire Chief)**
  2. D. Discussion and possible directions to staff on any and all matters regarding the authorization to award South Yuma County Landfill the city's landfill services for Fiscal Year 2017-2018 and ratification of the same. **(Manuel Rojas, Assistant Director of Public Works)**
  2. E. Discussion and possible directions to staff 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 on Friday, September 29, 2017 during the Mexican Baseball Fiesta event in which the Naranjeros de Hermosillo will play against the Aguilas de Mexicali. **(Alicia Muñoz Castillo, President of the San Luis FRONTERA Rotary Club & Louie Galaviz, Parks & Recreation Director)**
  2. F. Discussion and possible directions to staff on any and all matters regarding the renaming of the Moctezuma Park, located on 467 Juan Sanchez Blvd, San Luis, Arizona, to PPEP Park. **(Lizandro Galaviz, Parks & Recreation Director)**

- 2. G.** Discussion and possible directions to staff on any and all matters regarding approval of Resolution No. 2004. A resolution of the Mayor and the Council of the City of San Luis, Arizona, to approve an Addendum to the Intergovernmental Agreement between the City of San Luis and Yuma County for the purpose of providing mandatory weekend and holiday court services for the San Luis Municipal Court. **(Kristin McManus, Municipal Court Judge)**
- 2. H.** Discussion and possible directions to staff on any and all matters regarding approval of Resolution No. 2005. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the continuation of an Intergovernmental Agreement (IGA) between the City of San Luis and the Superior Court in Yuma County for the purpose of providing a field trainer for Fiscal Year 2017-2018. **(Kristin McManus, Municipal Court Judge)**
- 2. I.** Discussion and possible directions to staff on any and all matters regarding a Notice of Intent of a possible surcharge on San Luis Lane between 5<sup>th</sup> and 6<sup>th</sup> Avenues for water service. **(Kay Marion Macuil, City Attorney)**
- 2. J.** Discussion and possible directions to staff on any and all matters regarding re-appointment or appointment of directors to the San Luis Municipal Property Corporation. **(Kay Marion Macuil, City Attorney)**
- 2. K.** Discussion and possible directions to staff on any and all matters regarding renewal of the subscription to Westlaw for a 5-year contract. **(Kay Marion Macuil, City Attorney)**
- 2. L.** Discussion and possible directions to staff 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)**
- 2. M.** Discussion and possible directions to staff on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**
- 2. N.** Discussion and possible directions to staff on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**
- 2. O.** Discussion and possible directions to staff on any and all matters regarding the Memorandum of Understanding with the Humane Society of Yuma for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**
- 2. P.** Discussion and possible directions to staff on any and all matters regarding Resolution No. 2006. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Tadeo A. De La Hoya, City Manager)**
- 2. Q.** Discussion and possible directions to staff 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)**
- 2. R.** Discussion and possible direction to staff on any and all matters regarding the contract with Amberly's Place, Inc. for fiscal year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

- 2. S. Discussion and possible directions to staff on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**
- 2. T. Discussion and possible directions to staff on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**
- 2. U. Discussion and possible directions to staff on any and all matters regarding approval of a contract for the ComicCon event in San Luis, Arizona for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**
- 2. V. Discussion and possible directions to staff on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

3. **DISCUSSION ITEMS:**

- 3. A. Discussion and possible directions to staff on any and all matters regarding procedures for Model Homes. **(Jose A. Guzman, Acting Planning and Zoning Director)**
- 3. B. Discussion and possible directions to staff on any and all matters regarding a possible text amendment to the City of San Luis Zoning Regulations to amend the provisions for side yard setbacks for R1-6 Zoning District. **(Jose A. Guzman, Acting Planning and Zoning Director)**
- 3. C. Discussion and possible direction to staff on any and all matters regarding starting a Youth Advisory Council program in the City of San Luis. **(Vice-Mayor Maria Cecilia Ramos)**
- 3. D. Discussion and possible directions to staff on any and all matters regarding "In God We Trust-America, Inc." **(Vice-Mayor Maria Cecilia Ramos)**

4. **ADJOURNMENT**

**IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.**



## AGENDA ITEM REVIEW FORM

### Work Session

2.A.

**Meeting Date:** 09/06/2017

**Department Head:** Carlos Cortes, Assistant Director of Finance, Finance Department

**Submitted By:** Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding an update on the status of current utility rates and the analysis conducted by Economists.com for forecasted utility rates to fund future capital improvement projects. **(Mr. Dan Jackson, Economists.com, Eulogio Vera, Director of Public Works, Jorge Perez, Billing and Collections Manager)**

### SUMMARY:

It is customary for cities and towns to review their rates every five (5) years and make any rate adjustments necessary to maintain and improve infrastructure and operations for the residents of the city. Cities contract expert economists as guides to study this complex area of predicting future needs of the city as well as analyzing for any short-falls in funding from the past. The last study was implemented for five (5) years with the last increment in the rate starting July 2017. There are several new residential subdivision in the process with approximately 500 new lots. San Luis is anticipating more growth and more need to provide services and infrastructure improvements for its residents. This presentation is an update of our current utility rates and how they have been modified over the past five years.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A

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

N/A

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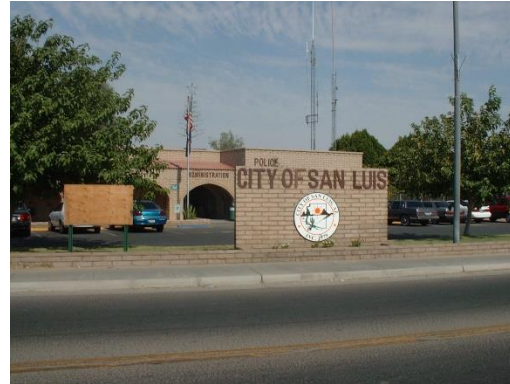
**Attachments**

Cost of Service Study

Water & Wastewater Cost of Service Model

Utility Rates Table

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# City of San Luis

**Water/Wastewater/Sanitation**

**Cost of Service Study**

**Council Presentation**

# Facts About Water and Wastewater Rates in the 21<sup>st</sup> Century



- ◆ Average utility has been increasing rates 5-6% per year; trend expected to continue
- ◆ AWWA expects water and ww rates to triple in the next 15 years
- ◆ Rate adjustments are primarily due to reasons beyond a utility's control – inflation, system replacement, etc.
- ◆ 30-40% of utilities currently charge rates that do not cover their costs

# How Have City's Water and WW Rates Benefitted Ratepayers?



- ◆ City has been charging rates that are among the lowest in the state
- ◆ City Staff and Council have contained costs in order to keep rates low
- ◆ City is now addressing a need to expand its WWTP and issuing \$12 million in debt to fund the expansion and other needed repairs
- ◆ However, because Council has been proactive with rate setting, the need for rate increases in most years will be moderate and below the national average

# Current Water Rates Effective July 2017



## Residential

<b>Base Charge</b>		
First 2,000 Gal	\$	13.80
<b>Volume Charge Per 1,000 Gal</b>		
2,001 - Above		2.11

## Non-Residential

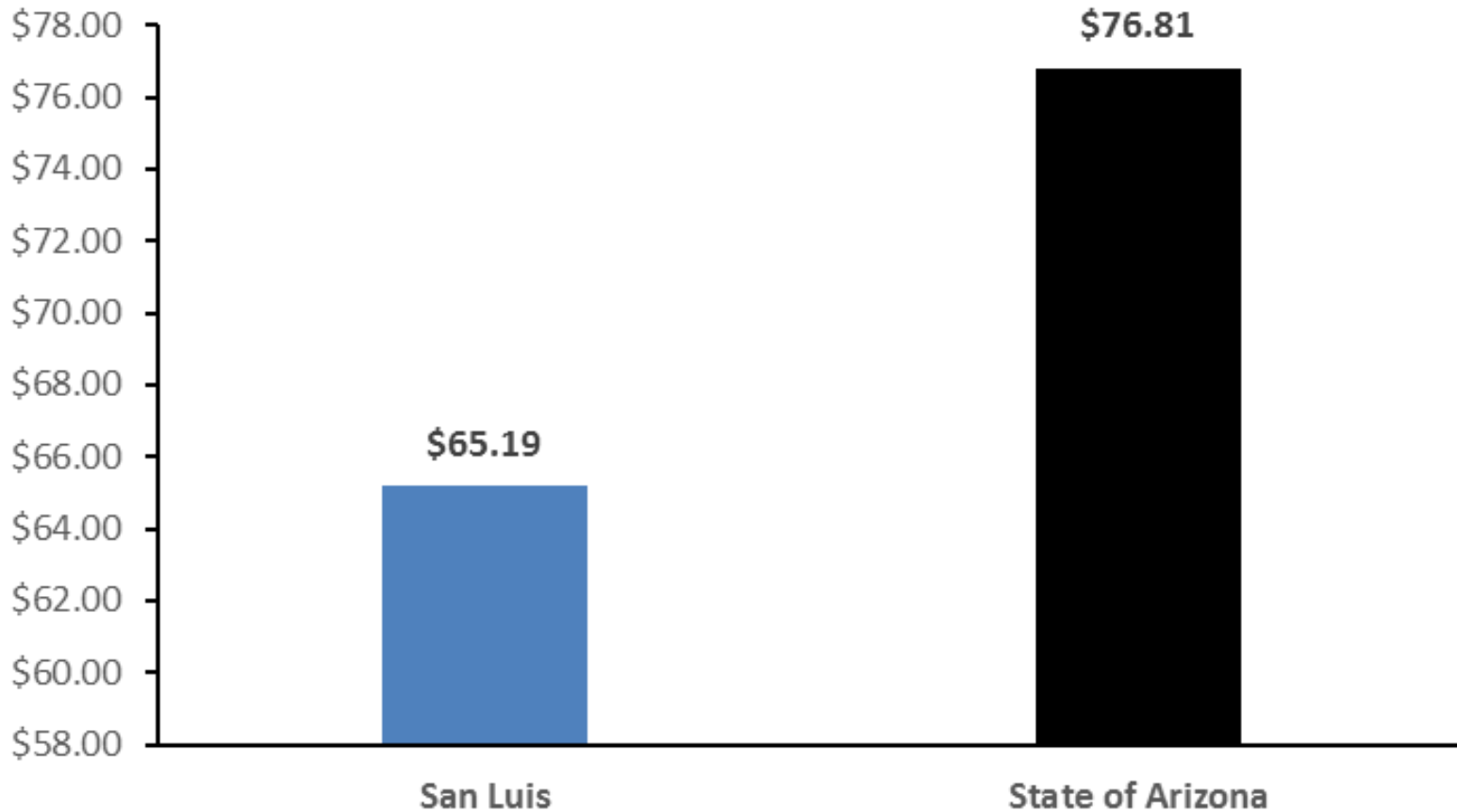
<b>Base Charge</b>		
First 2,000 Gal	\$	
5/8"		35.10
1"		58.62
1 1/2"		116.89
2"		187.10
3"		409.64
4"		1,404.07
6"		2,925.16
8"		4,212.23
<b>Volume Charge Per 1,000 Gal</b>		
Schools		2.95
Other		2.61

# Current Wastewater Rates Effective July 2017



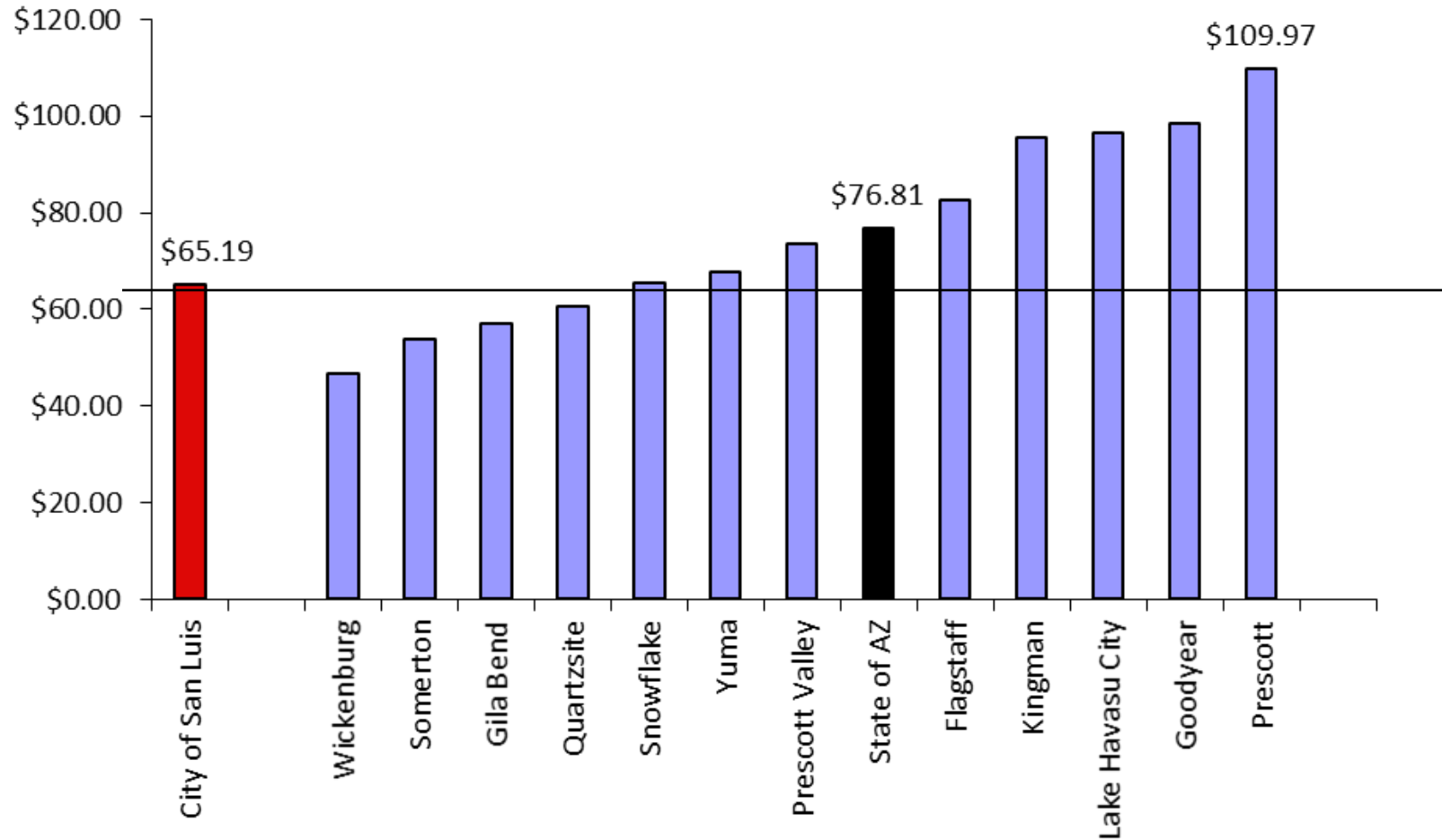
	<b>Base Charge</b>	<b>Volume Chg/ 1,000 Gal</b>
Residential	\$ 40.00	\$ -
Residential - Senior	20.24	-
Residential Gadsden	55.27	-
Comm/Gov/Schools	24.50	2.47
Gadsden-School	205.81	-
Gadsden-Non Residential	76.35	-

# Comparison of Monthly Charges 7,500 Gallons Water/WW



**City's 2017 rates are 15% below 2015 state average!**

# Monthly Cost of Water/WW Service 7,500 Gallons



# FY 2017 Customer Accounts

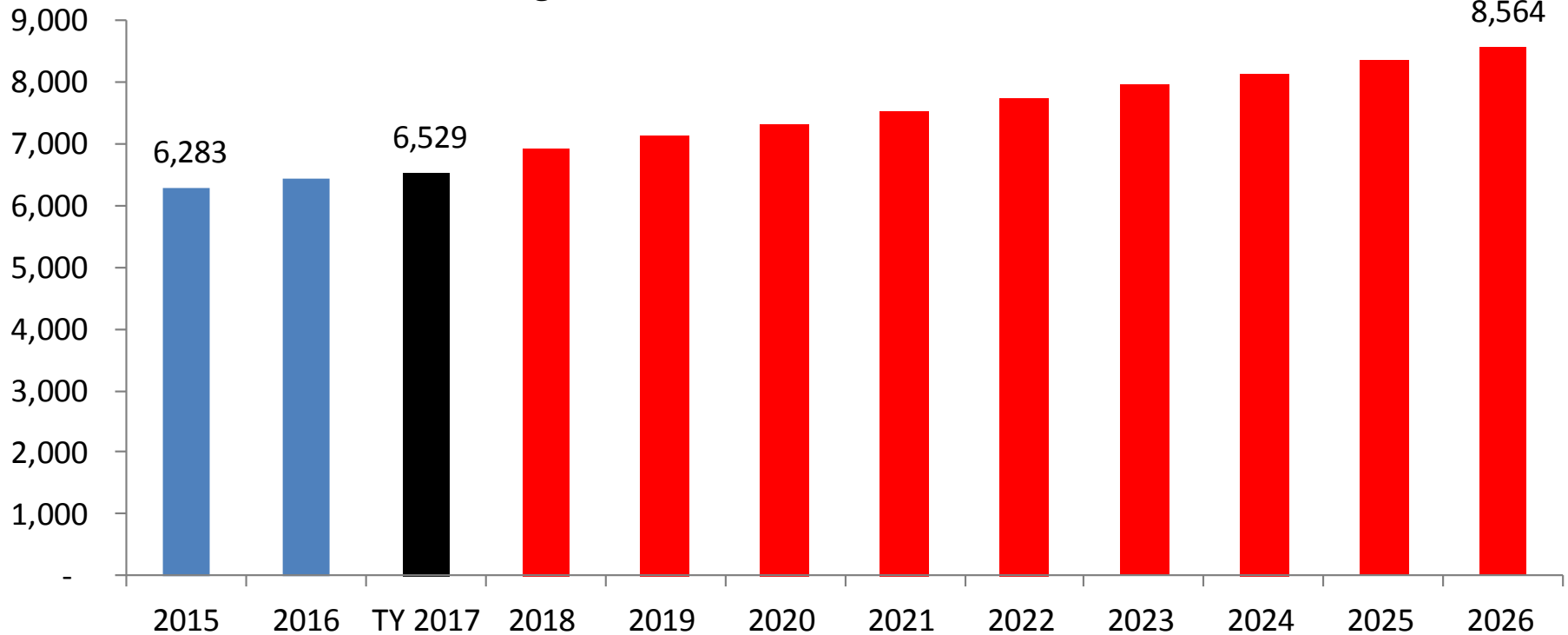


WATER Total Accounts		WASTEWATER Total Accounts	
Residential	6,150	Residential	5,899
Comm/Gov	238	Residential-Senior	13
Schools	26	Residential Gadsden	158
City	115	Comm/Gov/Schools	218
		Gadsden-School	1
		Gadsden-Non Residential	3
		City	19
<b>Total</b>	<b>6,529</b>	<b>Total</b>	<b>6,311</b>

# Historical and Forecast Water Accounts



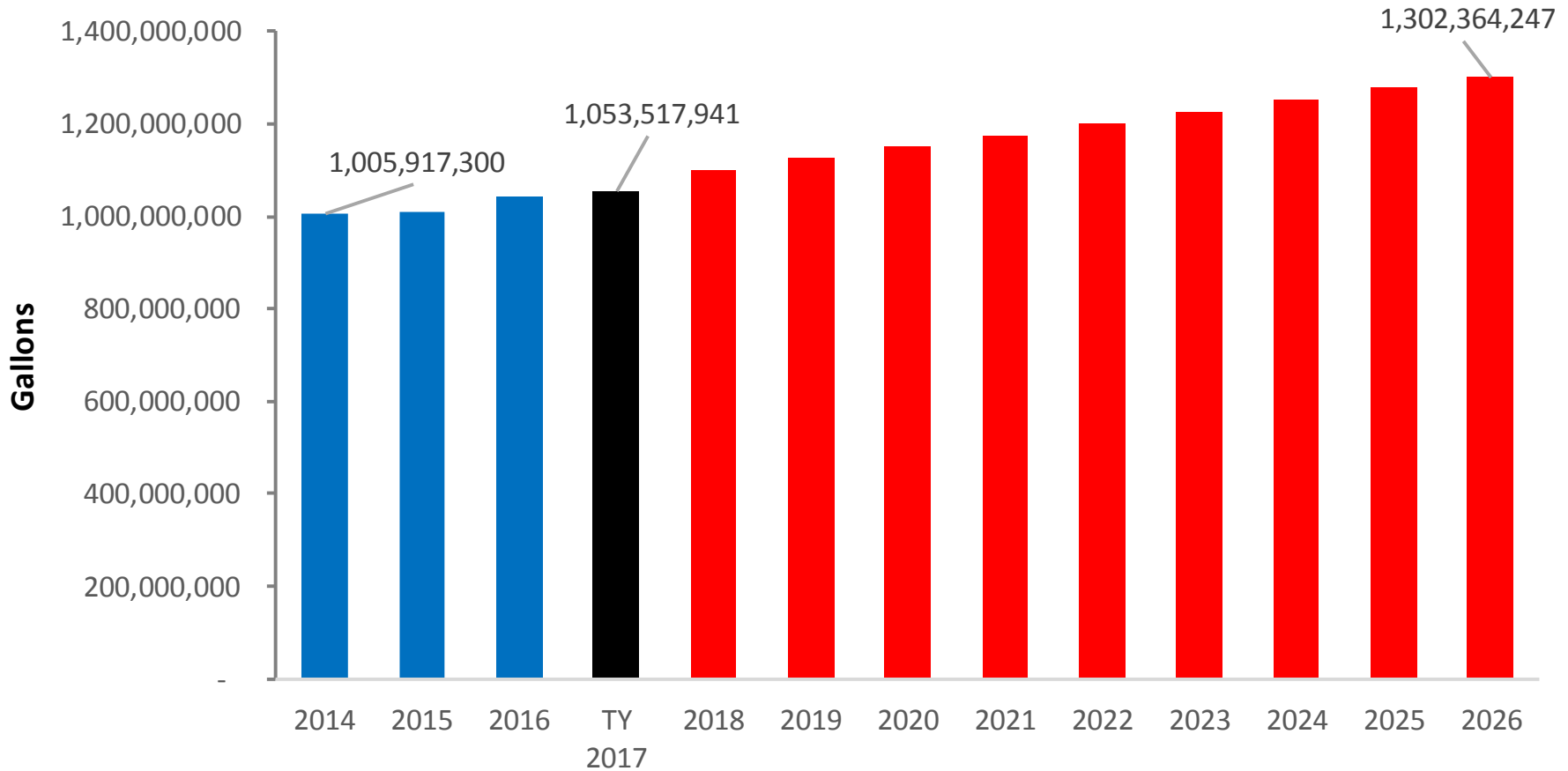
**Avg. Annual Growth Rate = 3.1%**



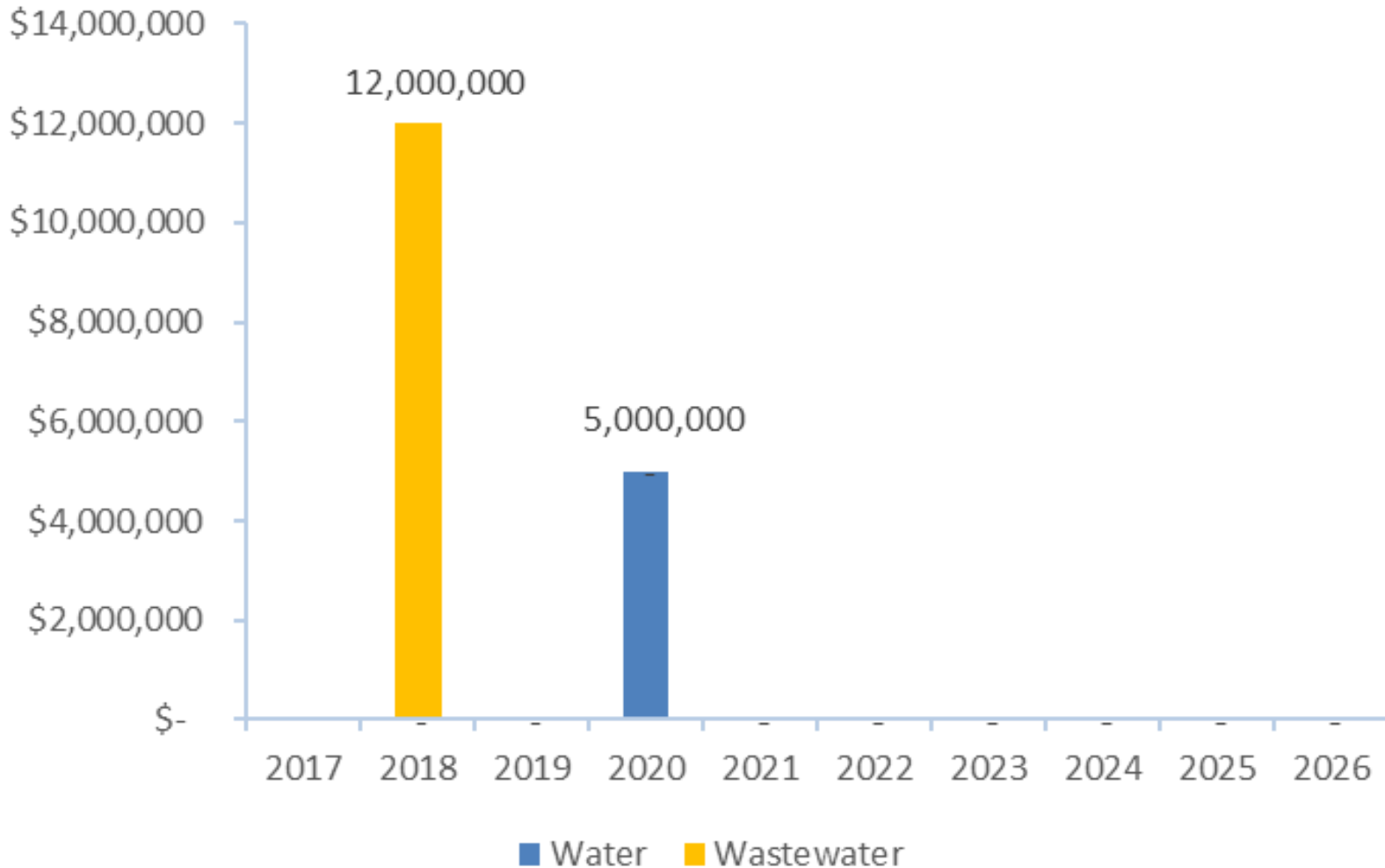
# Historic and Forecasted Water Consumption



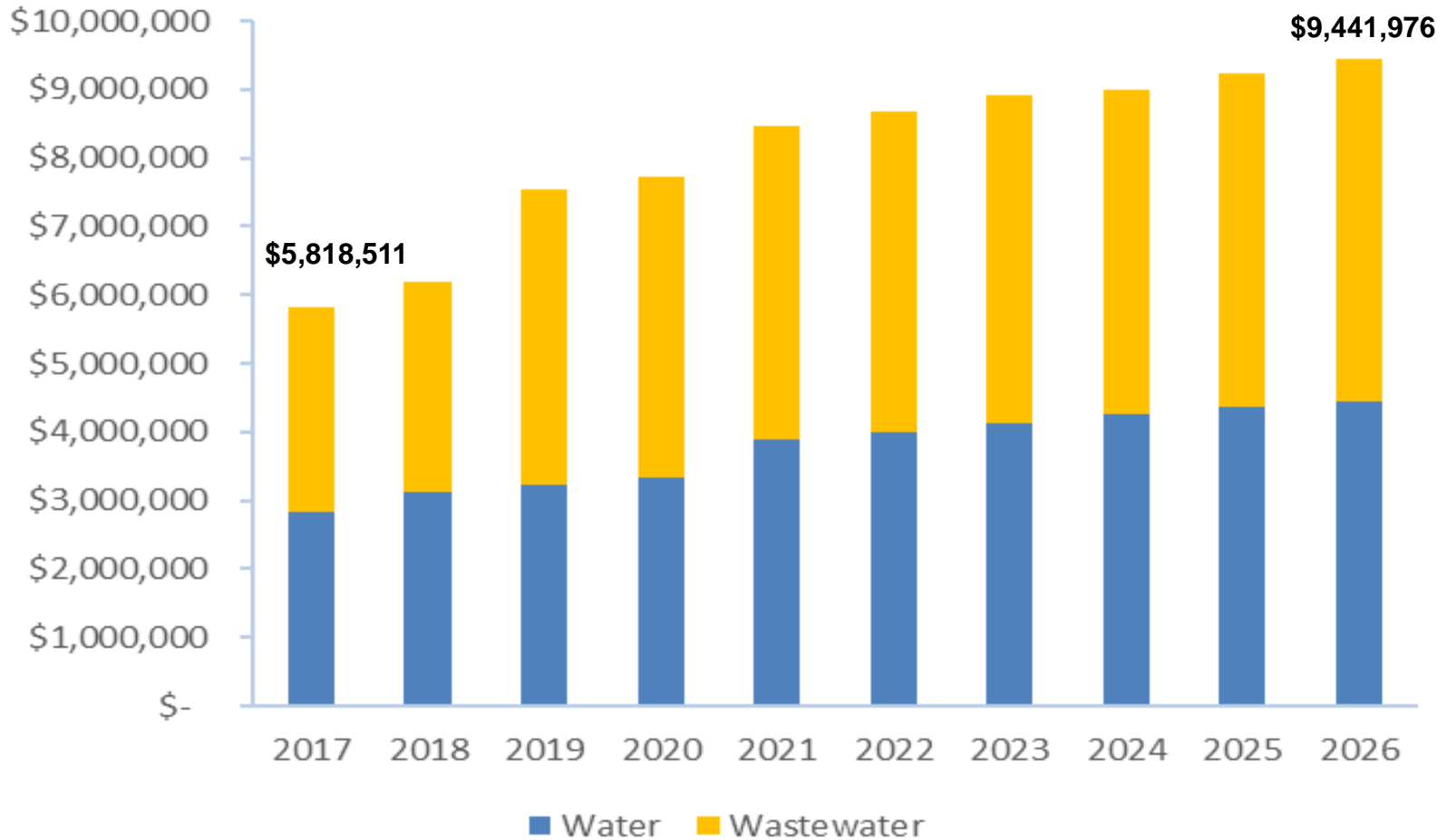
**Avg. Annual Growth Rate = 2.4%**



# Forecast Water/WW Bond Issues



# Forecast Water/WW Revenue Requirement



# Water Rate Plan



## PROPOSED WATER AND WASTEWATER RATE PLAN

### WATER Rates

#### Residential

	Current	Effective Jul-18	Effective Jul-19	Effective Jul-20	Effective Jul-21	Effective Jul-22
Base Charge - First 2,000 Gal	\$ 13.80	\$ 14.49	\$ 14.93	\$ 15.37	\$ 15.68	\$ 15.68
Usage Charge 2,001 Above	2.11	2.22	2.28	2.35	2.40	2.40

#### Comm/Gov/City/Schools/City

	Current	Effective Jul-18	Effective Jul-19	Effective Jul-20	Effective Jul-21	Effective Jul-22
Base Charge 5/8'	35.10	36.86	37.96	39.10	39.88	39.88
First 2,000 Gal 1"	58.62	61.55	63.39	65.30	66.60	66.60
1 1/2"	116.89	122.73	126.42	130.21	132.81	132.81
2"	187.10	196.45	202.34	208.41	212.58	212.58
3"	409.64	430.12	443.02	456.31	465.44	465.44
4"	1,404.07	1,474.28	1,518.50	1,564.06	1,595.34	1,595.34
6"	2,925.16	3,071.42	3,163.56	3,258.46	3,323.63	3,323.63
8"	4,212.23	4,422.84	4,555.52	4,692.19	4,786.03	4,786.03
Usage Charge -- Comm/Gov/City	2.66	2.80	2.88	2.97	3.03	3.03
Usage Charge -- Schools	2.95	3.10	3.19	3.28	3.35	3.35

# Wastewater Rate Plan



## PROPOSED WATER AND WASTEWATER RATE PLAN

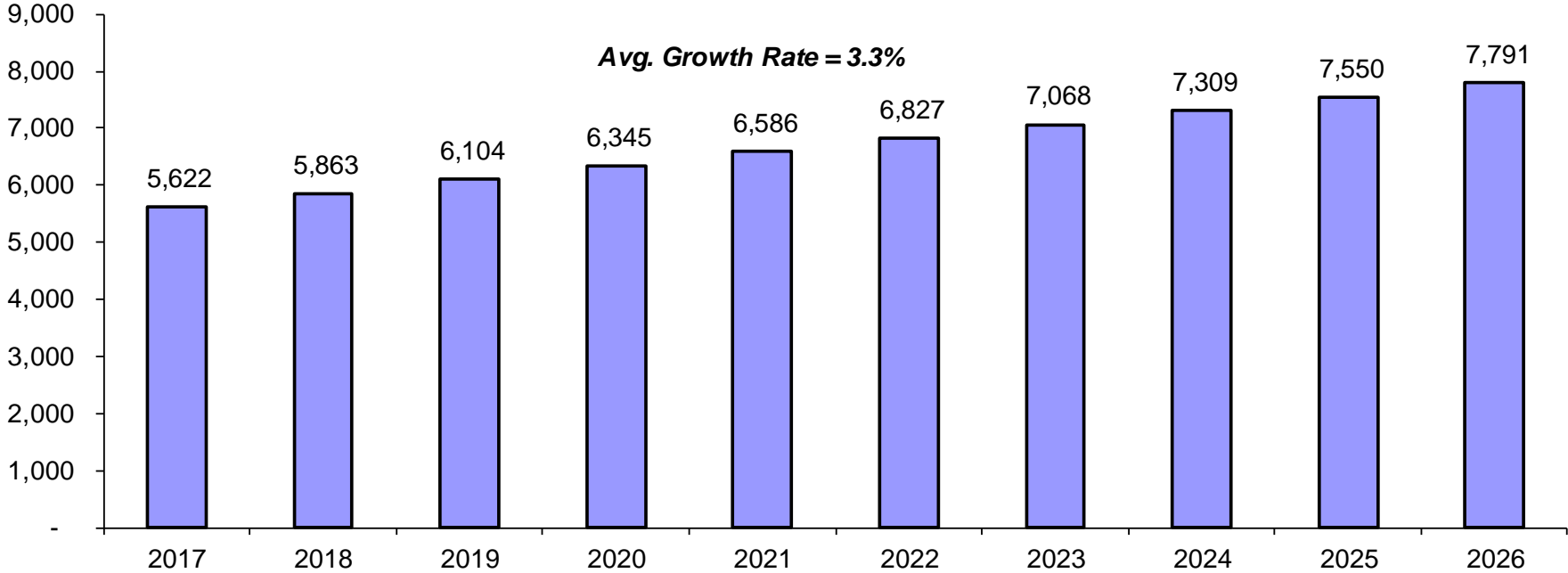
	Current	Effective Jul-18	Effective Jul-19	Effective Jul-20	Effective Jul-21	Effective Jul-22
<b>WASTEWATER Rates</b>						
<b>Residential</b>						
Base Charge	\$ 40.00	\$ 43.59	\$ 47.52	\$ 48.94	\$ 49.92	\$ 49.92
<b>Residential Senior</b>						
Base Charge	20.24	22.06	24.04	24.76	25.26	25.26
<b>Residential Gadsden</b>						
Base Charge	55.27	60.24	65.66	67.63	68.98	68.98
<b>Comm/Gov/Schools</b>						
Base Charge	24.50	26.71	29.11	29.98	30.58	30.58
Usage Charge Per 1,000 Gal	2.47	2.69	2.93	3.02	3.08	3.08
<b>Gadsden-School</b>						
Base Charge	205.81	224.34	244.53	251.86	256.90	256.90
<b>Gadsden-Non Residential</b>						
Base Charge	76.35	83.22	90.71	93.43	95.30	95.30

# Proposed Rate Plan Impact on Monthly Charges

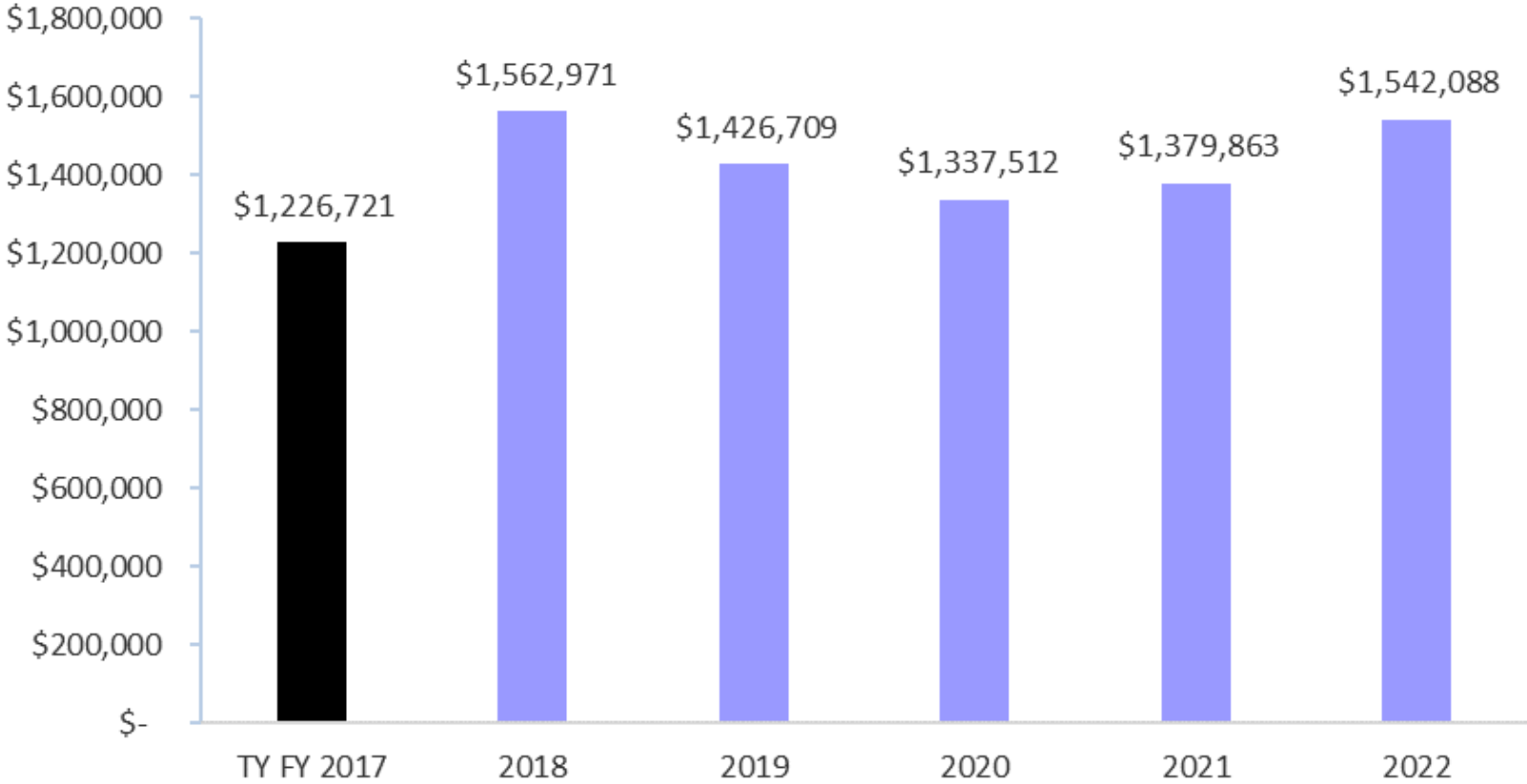


	Current	Effective Jul-18	Effective Jul-19	Effective Jul-20	Effective Jul-21	Effective Jul-22
Residential 5,000 Gal	\$ 60.14	\$ 64.74 4.60	\$ 69.29 4.56	\$ 71.37 2.08	\$ 72.80 1.43	\$ 72.80 -
Residential 10,000 Gal	70.70	75.82 5.12	80.71 4.89	83.14 2.42	84.80 1.66	84.80 -
Comm/Gov/Sc 50,000 Gal	334.25	356.87 22.62	377.24 20.37	388.56 11.32	396.33 7.77	396.33 -

# Forecast Sanitation Dept. Accounts



# Forecast Sanitation Dept. Revenue Requirement



# Sanitation Dept. Recommended Rates



	SANITATION RATE PLAN					
	Current	Effective Jul-18	Jul-19	Jul-20	Jul-21	Jul-22
Residential Increase	\$ 18.34	\$ 20.17 1.83	\$ 20.58 0.40	\$ 20.99 0.41	\$ 21.41 0.42	\$ 21.84 0.43
Senior Increase	8.05	8.86 0.81	9.03 0.18	9.21 0.18	9.40 0.18	9.58 0.19
City 3 CY Increase	139.22	153.14 13.92	156.20 3.06	159.33 3.12	162.52 3.19	165.77 3.25
City 4 CY Increase	200.97	221.07 20.10	225.49 4.42	230.00 4.51	234.60 4.60	239.29 4.69
City 6 CY Increase	277.88	305.67 27.79	311.78 6.11	318.02 6.24	324.38 6.36	330.86 6.49
City 8 CY Increase	371.26	408.39 37.13	416.55 8.17	424.88 8.33	433.38 8.50	442.05 8.67
300 Gallon Increase	76.71	84.38 7.67	86.07 1.69	87.79 1.72	89.55 1.76	91.34 1.79
Special Pickup Increase	25.00	27.50 2.50	28.05 0.55	28.61 0.56	29.18 0.57	29.77 0.58

# Presentation Summary

## Benefits of Proposed Rate Plan



- ◆ Will ensure that utility has sufficient funds to pay operating expenses
- ◆ Will enable investment of \$17 million in future of City and utility system
- ◆ Will enable City to continue to provide an acceptable quality of service
- ◆ City's rates will continue to be below state average and among lowest in state

CITY OF SAN LUIS WATER/WW COST OF SERVICE MODEL														
Forecast 2017-2026	Treatment/ Dist/Admin/ Customer	Percent Rate Funded	Percent Grant Funded	Total CIP	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026

Input Area -- Capital Improvement Plan -- Water  
Scen: 2017 09 06 -- Scenario 1

Input Area - Annual Capital Expenditures

CIP - General				Total CIP	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
1	Water System	Distribution	100.0%	\$ 496,500	\$ 248,250	\$ 248,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Rehab Wells 1 & 2	Treatment	100.0%	5,000,000	-	-	1,666,667	1,666,667	1,666,667	-	-	-	-	-
3		Distribution	100.0%	-	-	-	-	-	-	-	-	-	-	-
4		Distribution	100.0%	-	-	-	-	-	-	-	-	-	-	-
5		Distribution	100.0%	-	-	-	-	-	-	-	-	-	-	-
			100.0%	-	-	-	-	-	-	-	-	-	-	-
	<b>Total</b>			<b>5,496,500</b>	<b>248,250</b>	<b>248,250</b>	<b>1,666,667</b>	<b>1,666,667</b>	<b>1,666,667</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL WATER CIP</b>				<b>5,496,500</b>	<b>248,250</b>	<b>248,250</b>	<b>1,666,667</b>	<b>1,666,667</b>	<b>1,666,667</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Allocation to:</b>														
	Treatment		91.0%	5,000,000	-	-	1,666,667	1,666,667	1,666,667	-	-	-	-	-
	Distribution		9.0%	496,500	248,250	248,250	-	-	-	-	-	-	-	-
	Administration		0.0%	-	-	-	-	-	-	-	-	-	-	-
	Customer		0.0%	-	-	-	-	-	-	-	-	-	-	-
	<b>Total</b>		<b>100.0%</b>	<b>5,496,500</b>	<b>248,250</b>	<b>248,250</b>	<b>1,666,667</b>	<b>1,666,667</b>	<b>1,666,667</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

CITY OF SAN LUIS WATER/WW COST OF SERVICE MODEL														
Forecast 2017-2026	Treatment/ Dist/Admin/ Customer	Percent Rate Funded	Percent Grant Funded	Total CIP	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026

**Input Area -- Capital Improvement Plan -- Wastewater**  
2017 09 06 -- Scenario 1

				Input Area - Annual Capital Expenditures											
<b>CIP - WW</b>															
Wastewater System	Collection	100.0%	0.0%	\$ 3,533,000	\$ 1,177,667	\$ 1,177,667	\$ 1,177,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Plant Expansion	Treatment	100.0%	0.0%	10,000,000	-	2,500,000	2,500,000	2,500,000	2,500,000	-	-	-	-	-	
	Treatment	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	
				<b>13,533,000</b>	<b>1,177,667</b>	<b>3,677,667</b>	<b>3,677,667</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL WASTEWATER CIP</b>				<b>13,533,000</b>	<b>1,177,667</b>	<b>3,677,667</b>	<b>3,677,667</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Allocation to:</b>															
Treatment		73.9%		10,000,000	-	2,500,000	2,500,000	2,500,000	2,500,000	-	-	-	-	-	
Collection		26.1%		3,533,000	1,177,667	1,177,667	1,177,667	-	-	-	-	-	-	-	
Administration		0.0%		-	-	-	-	-	-	-	-	-	-	-	
Customer		0.0%		-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>100.0%</b>		<b>13,533,000</b>	<b>1,177,667</b>	<b>3,677,667</b>	<b>3,677,667</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

Utility Rate Increases Based on the Last Study Made by the Firm Economists.com  
Resolution No. 1009 - Years 2013-2017

<b>Utility Rates</b>	<b>First Year</b>			<b>Second Year</b>		<b>Third Year</b>		<b>Fourth Year</b>		<b>Fifth Year</b>	
	<b>Resolution 940</b>	<b>Resolution 1009</b>	<b>Increase Percentage</b>	<b>Resolution 1009</b>	<b>Increase Percentage</b>	<b>Resolution 1009</b>	<b>Increase Percentage</b>	<b>Resolution 1009</b>	<b>Increase Percentage</b>	<b>Resolution 1009</b>	<b>Increase Percentage</b>
<b>Residential Customers</b>											
<b>Water</b>	<b>RATE</b>	<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>	
<b>Monthly Minimum Charge - First 2000 gallons</b>	<b>7/1/2012</b>	<b>9/1/2013</b>		<b>7/1/2014</b>		<b>7/1/2015</b>		<b>7/1/2016</b>		<b>7/1/2017</b>	
Residential	\$ 10.94	\$ 12.03	10%	\$ 12.64	5%	\$ 13.27	5%	\$ 13.53	2%	\$ 13.80	2%
Seniors	\$ 10.94	\$ 12.03	10%	\$ 12.64	5%	\$ 13.27	5%	\$ 13.53	2%	\$ 13.80	2%
<b>Volume Charge</b>											
1000+	\$ 1.67	\$ 1.84	10%	\$ 1.93	5%	\$ 2.03	5%	\$ 2.07	2%	\$ 2.11	2%
<b>Wastewater</b>	<b>RATE</b>	<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>	
<b>Monthly Charge</b>	<b>7/1/2012</b>	<b>9/1/2013</b>		<b>7/1/2014</b>		<b>7/1/2015</b>		<b>7/1/2016</b>		<b>7/1/2017</b>	
Residential	\$ 24.49	\$ 31.84	30%	\$ 36.61	15%	\$ 38.44	5%	\$ 39.21	2%	\$ 40.00	2%
Senior Citizens	\$ 12.39	\$ 16.11	30%	\$ 18.52	15%	\$ 19.45	5%	\$ 19.84	2%	\$ 20.23	2%
Gadsden	\$ 33.84	\$ 43.99	30%	\$ 50.59	15%	\$ 53.12	5%	\$ 54.18	2%	\$ 55.27	2%
<b>Solid Waste</b>	<b>RATE</b>	<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>	
<b>Monthly Charge</b>	<b>7/1/2012</b>	<b>9/1/2013</b>		<b>7/1/2014</b>		<b>7/1/2015</b>		<b>7/1/2016</b>		<b>7/1/2017</b>	
Residential 95 gallon	\$ 16.45	\$ 16.45	0%	\$ 16.45	0%	\$ 16.79	2%	\$ 17.46	4%	\$ 18.34	5%
Senior	\$ 7.23	\$ 7.23	0%	\$ 7.23	0%	\$ 7.37	2%	\$ 7.67	4%	\$ 8.05	5%
<b>Non-Residential Customers</b>											
<b>Water</b>	<b>RATE</b>	<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>	
<b>Commercial/Government/Schools</b>	<b>7/1/2012</b>	<b>9/1/2013</b>		<b>7/1/2014</b>		<b>7/1/2015</b>		<b>7/1/2016</b>		<b>7/1/2017</b>	
<b>Monthly Minimum Charge - First 2000 gallons</b>											
5/8x3/4"	\$ 27.82	\$ 30.60	10%	\$ 32.13	5%	\$ 33.74	5%	\$ 34.41	2%	\$ 35.10	2%
1"	\$ 46.46	\$ 51.11	10%	\$ 53.66	5%	\$ 56.34	5%	\$ 57.47	2%	\$ 58.62	2%
1 1/2"	\$ 92.64	\$ 101.90	10%	\$ 107.00	5%	\$ 112.35	5%	\$ 114.60	2%	\$ 116.89	2%
2"	\$ 148.28	\$ 163.11	10%	\$ 171.26	5%	\$ 179.83	5%	\$ 183.42	2%	\$ 187.09	2%
3"	\$ 324.66	\$ 357.13	10%	\$ 374.98	5%	\$ 393.73	5%	\$ 401.61	2%	\$ 409.64	2%
4"	\$ 1,112.80	\$ 1,224.08	10%	\$ 1,285.28	5%	\$ 1,349.55	5%	\$ 1,376.54	2%	\$ 1,404.07	2%
6"	\$ 2,318.34	\$ 2,550.17	10%	\$ 2,677.68	5%	\$ 2,811.57	5%	\$ 2,867.80	2%	\$ 2,925.15	2%
8"	\$ 3,338.41	\$ 3,672.25	10%	\$ 3,855.86	5%	\$ 4,048.66	5%	\$ 4,129.63	2%	\$ 4,212.22	2%
<b>Volume Charge</b>											
1001+											
Commercial/Government	\$ 2.11	\$ 2.32	10%	\$ 2.44	5%	\$ 2.56	5%	\$ 2.61	2%	\$ 2.66	2%
Schools	\$ 2.34	\$ 2.57	10%	\$ 2.70	5%	\$ 2.84	5%	\$ 2.89	2%	\$ 2.95	2%
<b>Wastewater</b>	<b>RATE</b>	<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>	
<b>Commercial/Government/Schools</b>	<b>7/1/2012</b>	<b>9/1/2013</b>		<b>7/1/2014</b>		<b>7/1/2015</b>		<b>7/1/2016</b>		<b>7/1/2017</b>	
Monthly Minimum	\$ 15.00	\$ 19.50	30%	\$ 22.43	15%	\$ 23.55	5%	\$ 24.02	2%	\$ 24.50	2%
Per 1000 gallons	\$ 1.51	\$ 1.96	30%	\$ 2.26	15%	\$ 2.37	5%	\$ 2.42	2%	\$ 2.47	2%
Gadsden-School	\$ 126.02	\$ 163.83	30%	\$ 188.40	15%	\$ 197.82	5%	\$ 201.78	2%	\$ 205.81	2%

Utility Rate Increases Based on the Last Study Made by the Firm Economists.com  
Resolution No. 1009 - Years 2013-2017

Gadsden Non Res	\$ 33.84	\$ 43.99	30%	\$ 69.89	59%	\$ 73.39	5%	\$ 74.85	2%	\$ 76.35	2%
<b>Solid Waste</b>	<b>RATE</b>	<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>		<b>RATE</b>	
<b>Monthly Charge</b>	<b>7/1/2012</b>	<b>9/1/2013</b>		<b>7/1/2014</b>		<b>7/1/2015</b>		<b>7/1/2016</b>		<b>7/1/2017</b>	
Commercial 95 gallon	\$ 27.05	\$ 27.60	2%	\$ 27.60	0%	\$ 27.60	0%	\$ 28.71	4%	\$ 30.14	5%
Commercial 300 gallon	\$ 68.83	\$ 70.24	2%	\$ 70.24	0%	\$ 70.24	0%	\$ 73.05	4%	\$ 76.71	5%
Commercial 3 yard	\$ 124.92	\$ 127.49	2%	\$ 127.49	0%	\$ 127.49	0%	\$ 132.59	4%	\$ 139.22	5%
Commercial 4 yard	\$ 180.33	\$ 184.04	2%	\$ 184.04	0%	\$ 184.04	0%	\$ 191.40	4%	\$ 200.97	5%
Commercial 6 yard	\$ 249.16	\$ 254.28	2%	\$ 254.28	0%	\$ 254.28	0%	\$ 264.45	4%	\$ 277.88	5%
Commercial 8 yard	\$ 333.13	\$ 339.98	2%	\$ 339.98	0%	\$ 339.98	0%	\$ 353.58	4%	\$ 371.26	5%
<b>Special Pickup - Per Ton</b>											
0-1	\$ 50.00	\$ 65.00	30%	\$ 65.00	0%	\$ 65.00	0%	\$ 65.00	0%	\$ 65.00	0%
1-1.5	\$ 100.00	\$ 115.00	15%	\$ 115.00	0%	\$ 115.00	0%	\$ 115.00	0%	\$ 115.00	0%
1.5 -2	\$ 150.00	\$ 165.00	10%	\$ 165.00	0%	\$ 165.00	0%	\$ 165.00	0%	\$ 165.00	0%
2 - 2.5	\$ 200.00	\$ 215.00	8%	\$ 215.00	0%	\$ 215.00	0%	\$ 215.00	0%	\$ 215.00	0%
2.5 - 3	\$ 250.00	\$ 265.00	6%	\$ 265.00	0%	\$ 265.00	0%	\$ 265.00	0%	\$ 265.00	0%
3 - 3.5	\$ 300.00	\$ 315.00	5%	\$ 315.00	0%	\$ 315.00	0%	\$ 315.00	0%	\$ 315.00	0%
Container Clean Up/Maint	\$ 125.00	\$ 135.00	8%	\$ 135.00	0%	\$ 135.00	0%	\$ 135.00	0%	\$ 135.00	0%
Commercial bar & lock	\$ 95.00	\$ 100.00	5%	\$ 100.00	0%	\$ 100.00	0%	\$ 100.00	0%	\$ 100.00	0%
Lock replacement	\$ 35.00	\$ 45.00	29%	\$ 45.00	0%	\$ 45.00	0%	\$ 45.00	0%	\$ 45.00	0%
Additional Pickup Same Day	\$ 5.00	\$ 10.00	100%	\$ 10.00	0%	\$ 10.00	0%	\$ 10.00	0%	\$ 10.00	0%
Garbage 95 Replacement	\$ 50.00	\$ 65.00	30%	\$ 65.00	0%	\$ 65.00	0%	\$ 65.00	0%	\$ 65.00	0%
Garbage Surcharge-Res	\$ 120.00	\$ 120.00	0%	\$ 120.00	0%	\$ 120.00	0%	\$ 120.00	0%	\$ 120.00	0%



## AGENDA ITEM REVIEW FORM

### Work Session

2.B.

**Meeting Date:** 09/06/2017

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

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

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding waiver of city fees associated with construction of a house the proceeds of which will be used towards a domestic violence safe house in the City of San Luis, Arizona. **(Augustin Tumbaga, Jr., Director of the Non-Profit, Pueblo Housing and Community Development)**

### SUMMARY:

Vice Mayor Maria Cecilia Ramos has worked towards bringing a safe house for protecting domestic violence victims to the City of San Luis. She brought to staff's attention the non-profit Pueblo Housing and Community Development's project to construct a house and sell it with 100 per cent of the profit from the sale going toward funding the construction of a domestic violence safe house in the City of San Luis, Arizona.

Pueblo Housing and Community Development has been obtaining materials and services at cost or near cost to increase funds available from the sale of the house in order to construct the safe house. As part of that effort, Pueblo Housing and Community Development requests a waiver of city fees associated with the construction of the fund-raising house.

A contract is proposed at the request of Pueblo Housing and Community Development. Under the contract if the safe house is not constructed within the next five (5) years, then the fees would be paid to the city. Staff has estimated the maximum cost of city fees would be **\$8,500.00** and so the contract caps the waiver at that amount.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** Amount not to exceed \$8,500.00

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

No direct impact to the budget. The contribution not exceeding \$8,500.00 would be reduced from the building permit fee revenue.

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**Attachments**

Contract for Fee Waiver

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## **AGREEMENT**

Agreement made this \_\_\_\_ day of September, 2017, between Pueblo Housing and Community Development, a nonprofit corporation incorporated under the laws of Arizona, of 7798 West County 16<sup>th</sup> Street, Somerton, Arizona 85350 (“PUEBLO HOUSING”), and the City of San Luis, an incorporated city under the laws of Arizona, of 1090 East Union Street, San Luis, Arizona 85349 (“CITY”).

### **RECITALS**

PUEBLO HOUSING is a nonprofit corporation building two (2) houses to sell them to use 100 per cent (100%) of the profit towards building a safe house in the City of San Luis, Arizona for protecting domestic violence victims.

The CITY; under its powers to act in the interests of the public health, safety and welfare; supports the construction of a safe house in the City of San Luis, Arizona for protecting domestic violence victims.

To promote the mutual goal of PUEBLO HOUSING and the CITY of constructing a safe house in the City of San Luis, Arizona for protecting domestic violence victims, the CITY desires to waive its fees related to building the house currently projected. The savings will go towards constructing the safe house.

In consideration of the matters described above, and of the mutual benefits and obligations in this agreement, the parties agree as follows:

### **SECTION ONE.**

#### **OBLIGATIONS OF PUEBLO HOUSING**

- 1.01 PUEBLO HOUSING through collaborative partnerships with community members, small business and other non-profits shall build a house. PUEBLO HOUSING shall seek to obtain services, material, and labor at cost or close to cost to maximize the profit to be used towards construction of the safe house.
- 1.02 PUEBLO HOUSING shall administer and oversee the construction of the house with established rules and regulations under applicable law.
- 1.03 PUEBLO HOUSING shall work with a general contractor and subcontractors in meeting the requirements of construction of the house.
- 1.04 PUEBLO HOUSING shall sell the house and use 100 per cent (100%) of the profit from the sale towards constructing a safe house for protecting domestic violence victims.
- 1.05 PUEBLO HOUSING shall locate said safe house within the city limits of the City of San Luis, Arizona.

- 1.06 PUEBLO HOUSING shall maintain the records of the project and upon reasonable request of the CITY, PUEBLO HOUSING shall provide the records for inspection for compliance with this agreement.

## **SECTION TWO. OBLIGATIONS OF THE CITY**

The CITY shall waive in an amount not to exceed eight thousand and five hundred dollars (\$8,500.00) the CITY's fees in connection with constructing the house PUEBLO HOUSING is building for the purpose sale to raise funds for constructing a safe house to be located within the city limits of the City of San Luis, Arizona for protecting domestic violence victims.

## **SECTION THREE. REMEDIES**

- 3.01 If by October 1, 2022, PUEBLO HOUSING does not construct a safe house for protecting domestic violence victims within the city limits of the City of San Luis, Arizona, then PUEBLO HOUSING shall pay the CITY the dollar amount of fees the CITY waived.
- 3.02 If either party breaches or defaults on this agreement the other party is entitled to exercise all available legal and equitable rights and remedies.

## **SECTION FOUR. PROVISIONS REQUIRED BY ARIZONA LAW**

- 4.01 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this agreement, nor shall any such member, official or employee participate in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to A.R.S. §38-511.
- 4.02 Employment Eligibility. PUEBLO HOUSING warrants it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this agreement. CITY retains the legal right to inspect the papers of PUEBLO HOUSING to ensure that PUEBLO HOUSING complies with this warranty.
- 4.03 Certification. PUEBLO HOUSING certifies that it does not participate in, and agrees not to participate in during the term of this agreement a boycott of Israel under A.R.S. § 35-393.01. PUEBLO HOUSING understands this certification and this agreement will become public record under A.A.C. R2-7-C317.



that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The PUEBLO HOUSING 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.

- 5.05 Amendment. This agreement may be amended, in whole or in part only with the mutual written consent of the parties to this agreement or by their successor in interest or assigns.
- 5.06 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.
- 5.07 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.
- 5.08 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.
- 5.09 Notice of Assignment. PUEBLO HOUSING shall give notice to the CITY of any assignment at least ten (10) days prior to the effective date. PUEBLO HOUSING shall not convey any of its rights hereunder unless the corresponding obligations of PUEBLO HOUSING are assumed by the assignee of PUEBLO HOUSING. Notice of the assignment and assumption of PUEBLO HOUSING's obligations shall be reflected in a document that shall be executed by PUEBLO HOUSING and such assignee and delivered to the CITY.
- 5.10 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.
- 5.11 No Agency Created. Nothing in this agreement shall create any partnership, joint venture, or agency relationship between the parties.
- 5.12 No Personal Liability. No member, official or employee of the CITY shall be personally liable to PUEBLO HOUSING, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the PUEBLO HOUSING or its successor or assign, or (c) under any obligation of the CITY under this agreement. Notwithstanding anything contained in this agreement to the contrary, the liability of PUEBLO HOUSING under this agreement shall be limited solely to the assets of PUEBLO HOUSING 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 PUEBLO

HOUSING; (ii) the shareholders, members or managers or constituent partners of PUEBLO HOUSING; or (iii) officers of PUEBLO HOUSING.

5.13 Time is of the essence.

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

**SECTION SIX.  
INSTRUMENT AS ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding.

**SECTION SEVEN.  
EFFECT OF AGREEMENT**

This agreement shall inure to the benefit and be binding on the parties, and heirs, legal representatives, assignees, and successors of the parties.

[Remainder of page intentionally left blank, signatures continue on next page]

The parties have executed this agreement in Yuma County, Arizona the day and year set forth above.

**City of San Luis, Arizona**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Pueblo Housing Community Development**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title



## AGENDA ITEM REVIEW FORM

### Work Session

2.C.

**Meeting Date:** 09/06/2017

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

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

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding Memorandum of Understanding with Wizard Education for Field Internship Training of paramedic students. **(Hank Green, Fire Chief)**

### SUMMARY:

The City of San Luis Fire Department (SLFD) is requesting authority to affiliate with Wizard Education to provide Field Intern training for paramedic students. The presented agreement outlines the field intern training requested by Wizard Education students enrolled in Paramedic Education program. This curriculum requires an amount of field intern training or "ride-along" experience, appropriate to their level of training and criteria of the training program. The City of San Luis agrees to provide qualified preceptors (who are skilled paramedics to supervise the students) and the on-vehicle experience, at no charge to Wizard Education, to provide performance based feedback to their program director, coordinator or instructor. SLFD will also provide the training program coordinator with any criteria, conditions or stipulations which will limit or direct the student's "ride-along" experience. Wizard Education will provide liability insurance coverage, with stipulations stated in Article VIII.2, in the name of the City of San Luis and the City of San Luis Fire Department, will assume all responsibility for uniforms, scheduling, and compliance with HIPAA laws and requirements.

The City Attorney is reviewing the contract, and the final version will be attached to the agenda item for the regular meeting on September 13, 2017. No substantive changes are anticipated.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action.**

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

N/A

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** NO

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** \$0.00  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

There is no fiscal impact as a result of this agreement. All Paramedic Preceptors will be on duty.

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**Attachments**

SLFD Internship Contract

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AFFILIATION AGREEMENT  
FOR  
FIELD INTERNSHIP TRAINING EXPERIENCE

THIS AGREEMENT made and entered into by and between WIZARD MEDICAL EDUCATION and SAN LUIS FIRE DEPARTMENT (hereafter referred to as FIRE DEPARTMENT)

RECITAL:

WHEREAS, WIZARD MEDICAL EDUCATION wishes to participate with FIRE DEPARTMENT in providing coordinated field internship assignments for education in Paramedic Training Program and FIRE DEPARTMENT wishes to permit such participation.

NOW, THEREFORE, unless an exception is specified by an attached special provisions page to this agreement, it is agreed that:

1. Each party will retain complete control over such program of its own that are outside of this Agreement.
2. WIZARD MEDICAL EDUCATION agrees, in collaboration with FIRE DEPARTMENT and specific departmental representatives, to determine the participation and attendance of its students in the specified training programs, under the direction of the appropriate FIRE DEPARTMENT representative.
3. WIZARD MEDICAL EDUCATION agrees to designate for participation in this Program only those students who have successfully completed the academic training necessary for their participation in the designated Paramedic Training Program and are in good standing with FIRE DEPARTMENT.
4. WIZARD MEDICAL EDUCATION agrees to make all arrangements for consultation and assistance with/for its students regarding tuition, housing, transportation, etc.
5. FIRE DEPARTMENT agrees to provide field experiences designated pursuant to paragraph two. The educational experience provided by FIRE DEPARTMENT will provide the students with sound clinical experience and enforce professional policies.

6. WIZARD MEDICAL EDUCATION shall ensure that all students and clinical Instructors completing clinical activity at FIRE DEPARTMENT are in compliance with all employee health standards and requirements of FIRE DEPARTMENT and the specific department of student placement which will include any or all of the following: negative TB skin test or negative chest x-ray, within 12 months prior to the start of this clinical experience, Measles/Mumps/Rubella immunization, HCP CPR card, Hepatitis B immunization or signed waiver and appropriate level of education required for the student's participation concerning OSHA Blood Borne Pathogen Regulations and Universal Blood and Body Fluids Precautions.
7. Services rendered by students enrolled in the program covered by this Agreement who are not formally engaged as volunteers with FIRE DEPARTMENT, and who are not employed by FIRE DEPARTMENT, will be considered to be educational in nature, and, therefore without monetary compensation to the students. Services performed by the students enrolled in the programs covered by this Agreement will be providing services within the established and written requirements of the degree/certificate being pursued and as required of every candidate for that degree/certificate. The students and clinical instructors agree to comply with all applicable policies and regulations of FIRE DEPARTMENT. FIRE DEPARTMENT retains the ultimate control for all aspects for patient care.
8. The students and clinical instructors of WIZARD MEDICAL EDUCATION shall be furnished emergency medical care and treatment if needed, while on duty at FIRE DEPARTMENT, with the associated expense to be the responsibility of the individual student or clinical instructor.
9. During the term of the Agreement, WIZARD MEDICAL EDUCATION shall maintain coverage's for general liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence/aggregate and professional liability insurance coverage with minimum limits of \$1,000,000 per occurrence/\$3,000,000 annual aggregate for protection of students covered by this Agreement. Such coverage's shall remain in force except that 30 days written notice of cancellation, non-renewal or substantial change shall be given to FIRE DEPARTMENT. As a prerequisite to entry into the training program, WIZARD MEDICAL EDUCATION shall provide evidence of such insurance suitable to FIRE DEPARTMENT, prior to student beginning his/her training program at FIRE DEPARTMENT. Nothing occurring in this Agreement or in its performance shall be construed to result in any person being considered to be an officer, agent, employee or servant of the other party. The word "agents" in this section 10 shall not be deemed to mean a member of the medical staff(s) of FIRE DEPARTMENT unless that member of the medical staff(s) is an employee of FIRE DEPARTMENT. Nothing in

the execution of this Agreement is intended to establish a joint venture by the parties hereto.

10. FIRE DEPARTMENT may withdraw a student from the clinical experience whose characteristics prevent desirable relationships within FIRE DEPARTMENT or negatively impacts the welfare of patients or whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.
  
11. This Agreement shall become effective when signed by all parties. This agreement shall be for a term of 24 months from the effective date as set forth on the signature page. Any renewal shall be set forth in a writing signed by the parties.
  
12. This agreement may be terminated by either party with or without cause, upon 30 days written notice to the other party.

THIS AGREEMENT MAY be modified by mutual consent of WIZARD MEDICAL EDUCATION and FIRE DEPARTMENT. This Agreement supersedes and replaces all prior agreements between parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto agree to the terms of this Agreement this \_\_\_\_\_ day of \_\_\_\_\_.

FOR:

WIZARD MEDICAL EDUCATION  
9516 W. Peoria Suite 7  
Peoria AZ 85345

BY: \_\_\_\_\_

ITS: EMS Program Director

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

FOR:

SAN LUIS FIRE DEPARTMENT  
1165 N. McCain Ave  
San Luis, AZ 85349

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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



## AGENDA ITEM REVIEW FORM

**Work Session****2.D.****Meeting Date:** 09/06/2017**Department Head:** Eulogio Vera, Public Works Director, Public Works Department**Submitted By:** Manuel Rojas, Assistant Director of Public Works, Public Works Department**Action Requested:** Discussion Item - No Action to be Taken

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**ITEM:**

Discussion and possible directions to staff on any and all matters regarding the authorization to award South Yuma County Landfill the city's landfill services for Fiscal Year 2017-2018 and ratification of the same. **(Manuel Rojas, Assistant Director of Public Works)**

**SUMMARY:**

Staff received a rate agreement from South Yuma County Landfill for the remainder of Fiscal Year 2017-2018. Public Works Department, recommends waiving formal procurement procedures as allowed under San Luis Purchasing Code Section 36.01(H). Waiving formal purchasing procedure is justified, due to other landfill sources being impractical because of longer travel time and distance, increased operational maintenance to fleet, and increased fuel consumption. The current rate is competitive and is one of the lowest in the area. Staff also requests ratification to the rate agreement for landfill invoices paid from July 1, 2017, to present.

**RECOMMENDATION / SUGGESTED MOTION:**

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

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>	Enterprise Fund
<b>TOTAL:</b>	\$315,000.00
<b>BUDGETED AMOUNT:</b>	\$315,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$0.00
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	320-320-80030 Landfill Fees \$315,000.00

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

Staff projects landfill fees to be approximately \$315,00.00 for Fiscal Year 2017-2018. If we exceed budgeted total amount, we will transfer funds from our operational budget to cover the additional funds.

**Solid Waste Division 320-210-80030 Landfill Fees \$315,000.00**

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**Attachments**

South Yuma County Landfill Rate Increase Letter  
Invoices FY2018

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SOUTH  
YUMA  
COUNTY  
LANDFILL

January 11, 2017

Tadeo A. De La Hoya  
City Manager  
City of San Luis  
1090 E. Union St.  
San Luis, Arizona 85349

Dear Mr. De La Hoya:

Thank you for your patronage at the South Yuma County Landfill. This World Class Landfill continues to be the spotlight of similar facilities throughout the Southwestern United States with increased volumes from many locations within Arizona. We are proud to state that the Arizona Department of Environmental Quality (ADEQ) has annually passed this site as an extraordinary example of sound environmental practices with no issues or violations.

We are also happy to report that we have permitted and are open for business for green waste and organics from your collections. We would be happy to provide you with reduced rates for these types of wastes that come in clean from your operations.



We have tried our best to keep your tonnage rates the lowest in the area. We have not increased the City's rates since 2011, with only the \$0.25 ADEQ tax added in 2015. Beginning June 1, 2017, we must increase your base rate to \$29.75 plus the ADEQ tax of \$0.25. We have experienced significant increased costs with labor, employee and liability insurance, and equipment these past several years. Your rate continues to be less than the published gate rate for the general public and will continue to be the lowest we offer our best customers.

Beginning June 1, 2017, please be advised that you will be invoiced \$29.75 per ton plus the ADEQ tax which is passed onto the State of Arizona.

Please let myself or our local staff know if we can be of any other service. As always, it's a pleasure being of service to the City of San Luis.

Respectfully

Dean A. Ruffridge,  
Senior Vice President

CC William Hunter  
Penny Guerra  
Kathy Vandal

P. O. Box 5437  
19536 S. Ave. 1E  
Yuma, AZ 85365

t: 928.341.9300  
f: 714.890.6347

southyumacountylandfill.com  
crrwasteservices.com

**DEAN A. RUFFRIDGE**  
SENIOR VICE PRESIDENT  
dean@crrmail.com

11292 Western Ave.  
Stanton, CA 90680  
P.O. Box 125  
Stanton  
CA 90680

t: 714.826.9049  
c: 949.412.8244  
f: 714.890.6347

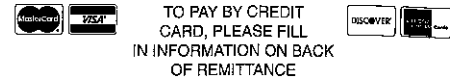
crrwasteservices.com

# INVOICE

**MAIL PAYMENTS TO:**  
 SOUTH YUMA COUNTY LANDFILL  
 P. O. BOX 125  
 STANTON, CA 90680-0125  
 TERMS: NET 30 DAYS



25 JUL 17 11:23 AM  
 REC'D



TO PAY BY CREDIT  
 CARD, PLEASE FILL  
 IN INFORMATION ON BACK  
 OF REMITTANCE

INVOICE #:  
 10575

INVOICE DATE:  
 7/15/17

**BILL TO:** MAGGIE DOMINGUEZ  
 CITY OF SAN LUIS  
 P.O. BOX 7740  
 SAN LUIS AZ 85349

CITY OF SAN LUIS  
 P.O. BOX 7740  
 SAN LUIS AZ 85349

AL- CUSTOMER #

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE
26,810.96	.00	11,284.86	38,095.82

Please detach here and return with your payment

CHECK #

SOUTH YUMA COUNTY LANDFILL PO#: PO#2016-82 WILL PRINT ON INVOICE

DATE	DESCRIPTION	TICKET	TONS	RATE	TOTAL
7/03/17	MUNICIPAL SOLID WASTE	1202818	3.01	29.750	89.55
7/03/17	AZ STATE LANDFILL FEE		3.01		.75
7/03/17	MUNICIPAL SOLID WASTE	1202823	11.06	29.750	329.05
7/03/17	AZ STATE LANDFILL FEE		11.06		2.77
7/03/17	MUNICIPAL SOLID WASTE	1202878	6.35	29.750	188.90
7/03/17	AZ STATE LANDFILL FEE		6.35		1.59
7/03/17	MUNICIPAL SOLID WASTE	1202879	11.14	29.750	331.40
7/03/17	AZ STATE LANDFILL FEE		11.14		2.79
7/03/17	MUNICIPAL SOLID WASTE	1202884	9.95	29.750	296.00
7/03/17	AZ STATE LANDFILL FEE		9.95		2.49
7/03/17	MUNICIPAL SOLID WASTE	1202885	6.69	29.750	199.05
7/03/17	AZ STATE LANDFILL FEE		6.69		1.67
7/05/17	MUNICIPAL SOLID WASTE	1202932	7.85	29.750	233.55
7/05/17	AZ STATE LANDFILL FEE		7.85		1.96
7/05/17	MUNICIPAL SOLID WASTE	1202966	12.52	29.750	372.45
7/05/17	AZ STATE LANDFILL FEE		12.52		3.13
7/05/17	MUNICIPAL SOLID WASTE	1202976	9.90	29.750	294.55
7/05/17	AZ STATE LANDFILL FEE		9.90		2.48
7/05/17	MUNICIPAL SOLID WASTE	1202977	12.85	29.750	382.30
7/05/17	AZ STATE LANDFILL FEE		12.85		3.21
7/05/17	MUNICIPAL SOLID WASTE	1202979	11.63	29.750	346.00
7/05/17	AZ STATE LANDFILL FEE		11.63		2.91
7/06/17	MUNICIPAL SOLID WASTE	1203060	13.33	29.750	396.55
7/06/17	AZ STATE LANDFILL FEE		13.33		3.33

(928) 341-9300

IF YOU HAVE ANY QUESTIONS REGARDING ANY PART OF THIS INVOICE, PLEASE CALL

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE	INVOICE TOTAL
				(Cont.)

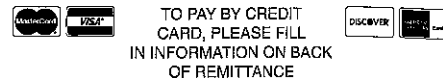
CUSTOMER #:

INVOICE #

OVERDUE AMOUNTS SUBJECT TO FINANCE CHARGE

# INVOICE

**MAIL PAYMENTS TO:**  
 SOUTH YUMA COUNTY LANDFILL  
 P. O. BOX 125  
 STANTON, CA 90680-0125  
 TERMS: NET 30 DAYS



TO PAY BY CREDIT  
 CARD, PLEASE FILL  
 IN INFORMATION ON BACK  
 OF REMITTANCE

(Cont.) INVOICE #: 10575 INVOICE DATE: 7/15/17

**BILL TO:** MAGGIE DOMINGUEZ  
 CITY OF SAN LUIS  
 P.O. BOX 7740  
 SAN LUIS AZ 85349

CITY OF SAN LUIS  
 P.O. BOX 7740  
 SAN LUIS AZ 85349

AL- CUSTOMER # 470

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE
26,810.96	.00	11,284.86	38,095.82

Please detach here and return with your payment

CHECK #

SOUTH YUMA COUNTY LANDFILL PO#: PO#2016-82 WILL PRINT ON INVOICE

DATE	DESCRIPTION	TICKET	TONS	RATE	TOTAL
7/06/17	MUNICIPAL SOLID WASTE	1203094	12.01	29.750	357.30
7/06/17	AZ STATE LANDFILL FEE		12.01		3.00
7/06/17	MUNICIPAL SOLID WASTE	1203095	8.24	29.750	245.15
7/06/17	AZ STATE LANDFILL FEE		8.24		2.06
7/06/17	MUNICIPAL SOLID WASTE	1203115	6.13	29.750	182.35
7/06/17	AZ STATE LANDFILL FEE		6.13		1.53
7/07/17	MUNICIPAL SOLID WASTE	1203230	12.40	29.750	368.90
7/07/17	AZ STATE LANDFILL FEE		12.40		3.10
7/07/17	MUNICIPAL SOLID WASTE	1203231	11.18	29.750	332.60
7/07/17	AZ STATE LANDFILL FEE		11.18		2.80
7/07/17	MUNICIPAL SOLID WASTE	1203235	10.54	29.750	313.55
7/07/17	AZ STATE LANDFILL FEE		10.54		2.64
7/07/17	MUNICIPAL SOLID WASTE	1203237	10.57	29.750	314.45
7/07/17	AZ STATE LANDFILL FEE		10.57		2.64
7/10/17	MUNICIPAL SOLID WASTE	1203341	8.09	29.750	240.70
7/10/17	AZ STATE LANDFILL FEE		8.09		2.02
7/10/17	MUNICIPAL SOLID WASTE	1203390	10.21	29.750	303.75
7/10/17	AZ STATE LANDFILL FEE		10.21		2.55
7/10/17	MUNICIPAL SOLID WASTE	1203391	8.97	29.750	266.85
7/10/17	AZ STATE LANDFILL FEE		8.97		2.24
7/10/17	MUNICIPAL SOLID WASTE	1203394	7.00	29.750	208.25
7/10/17	AZ STATE LANDFILL FEE		7.00		1.75
7/10/17	MUNICIPAL SOLID WASTE	1203400	11.68	29.750	347.50
7/10/17	AZ STATE LANDFILL FEE		11.68		2.92

(928) 341-9300

IF YOU HAVE ANY QUESTIONS REGARDING ANY PART OF THIS INVOICE, PLEASE CALL

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE	INVOICE TOTAL
				(Cont.)

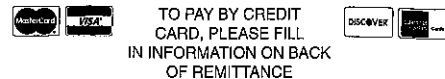
CUSTOMER #:

INVOICE #

OVERDUE AMOUNTS SUBJECT TO FINANCE CHARGE

# INVOICE

MAIL PAYMENTS TO:  
SOUTH YUMA COUNTY LANDFILL  
P. O. BOX 125  
STANTON, CA 90680-0125  
TERMS: NET 30 DAYS



TO PAY BY CREDIT CARD, PLEASE FILL IN INFORMATION ON BACK OF REMITTANCE

(Cont.) INVOICE #: 10575 INVOICE DATE: 7/15/17

**BILL TO:** MAGGIE DOMINGUEZ  
CITY OF SAN LUIS  
P.O. BOX 7740  
SAN LUIS AZ 85349

CITY OF SAN LUIS  
P.O. BOX 7740  
SAN LUIS AZ 85349

AL- CUSTOMER # 17

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE
26,810.96	.00	11,284.86	38,095.82

Please detach here and return with your payment

CHECK #

SOUTH YUMA COUNTY LANDFILL PO#: PO#2016-82 WILL PRINT ON INVOICE

DATE	DESCRIPTION	TICKET	TONS	RATE	TOTAL
7/11/17	MUNICIPAL SOLID WASTE	1203469	9.41	29.750	279.95
7/11/17	AZ STATE LANDFILL FEE		9.41		2.35
7/11/17	MUNICIPAL SOLID WASTE	1203478	11.04	29.750	328.45
7/11/17	AZ STATE LANDFILL FEE		11.04		2.76
7/11/17	MUNICIPAL SOLID WASTE	1203505	12.37	29.750	368.00
7/11/17	AZ STATE LANDFILL FEE		12.37		3.09
7/12/17	MUNICIPAL SOLID WASTE	1203553	9.97	29.750	296.60
7/12/17	AZ STATE LANDFILL FEE		9.97		2.49
7/12/17	MUNICIPAL SOLID WASTE	1203554	11.29	29.750	335.90
7/12/17	AZ STATE LANDFILL FEE		11.29		2.82
7/12/17	MUNICIPAL SOLID WASTE	1203555	4.59	29.750	136.55
7/12/17	AZ STATE LANDFILL FEE		4.59		1.15
7/12/17	MUNICIPAL SOLID WASTE	1203620	4.19	29.750	124.65
7/12/17	AZ STATE LANDFILL FEE		4.19		1.05
7/13/17	MUNICIPAL SOLID WASTE	1203722	8.82	29.750	262.40
7/13/17	AZ STATE LANDFILL FEE		8.82		2.21
7/13/17	MUNICIPAL SOLID WASTE	1203726	10.70	29.750	318.35
7/13/17	AZ STATE LANDFILL FEE		10.70		2.68
7/13/17	MUNICIPAL SOLID WASTE	1203728	10.04	29.750	298.70
7/13/17	AZ STATE LANDFILL FEE		10.04		2.51
7/13/17	MUNICIPAL SOLID WASTE	1203731	7.96	29.750	236.80
7/13/17	AZ STATE LANDFILL FEE		7.96		1.99
7/14/17	MUNICIPAL SOLID WASTE	1203822	10.71	29.750	318.60
7/14/17	AZ STATE LANDFILL FEE		10.71		2.68

(928) 341-9300

IF YOU HAVE ANY QUESTIONS REGARDING ANY PART OF THIS INVOICE, PLEASE CALL

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE	INVOICE TOTAL
				(Cont.)

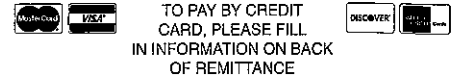
CUSTOMER #:

INVOICE #

OVERDUE AMOUNTS SUBJECT TO FINANCE CHARGE

# INVOICE

MAIL PAYMENTS TO:  
SOUTH YUMA COUNTY LANDFILL  
P. O. BOX 125  
STANTON, CA 90680-0125  
TERMS: NET 30 DAYS



TO PAY BY CREDIT  
CARD, PLEASE FILL  
IN INFORMATION ON BACK  
OF REMITTANCE

(Cont.)

INVOICE #:  
10575

INVOICE DATE:  
7/15/17

**BILL TO:** MAGGIE DOMINGUEZ  
CITY OF SAN LUIS  
P.O. BOX 7740  
SAN LUIS AZ 85349

CITY OF SAN LUIS  
P.O. BOX 7740  
SAN LUIS AZ 85349

AL- CUSTOMER # 470

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE
26,810.96	.00	11,284.86	38,095.82

CHECK #

Please detach here and return with your payment

SOUTH YUMA COUNTY LANDFILL PO#: PO#2016-82 WILL PRINT ON INVOICE

DATE	DESCRIPTION	TICKET	TONS	RATE	TOTAL
7/14/17	MUNICIPAL SOLID WASTE	1203836	11.92	29.750	354.60
7/14/17	AZ STATE LANDFILL FEE		11.92		2.98
7/14/17	MUNICIPAL SOLID WASTE	1203846	7.78	29.750	231.45
7/14/17	AZ STATE LANDFILL FEE		7.78		1.95
7/14/17	MUNICIPAL SOLID WASTE	1203851	12.07	29.750	359.10
7/14/17	AZ STATE LANDFILL FEE		12.07		3.02
TOTALS			752.32	Total Taxes & Fees:	94.06
					11,284.86

(928) 341-9300

IF YOU HAVE ANY QUESTIONS REGARDING ANY PART OF THIS INVOICE, PLEASE CALL

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE	INVOICE TOTAL
26,810.96	.00	11,284.86	38,095.82	11,284.86

AL- 47 0 CUSTOMER # P.O. BOX 7740 INVOICE # 10575

OVERDUE AMOUNTS SUBJECT TO FINANCE CHARGE



## AGENDA ITEM REVIEW FORM

**Work Session****2.E.****Meeting Date:** 09/06/2017**Department Head:** Lizandro Galaviz, Parks & Recreation Director, Parks & Recreation Department**Submitted By:** Crystal Fragozo, Administrative Assistant, Parks & Recreation Department**Action Requested:** Discussion Item - No Action to be Taken

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**ITEM:**

Discussion and possible directions to staff 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 on Friday, September 29, 2017 during the Mexican Baseball Fiesta event in which the Naranjeros de Hermosillo will play against the Aguilas de Mexicali. **(Alicia Muñoz Castillo, President of the San Luis FRONTERA Rotary Club & Louie Galaviz, Parks & Recreation Director)**

**SUMMARY:**

San Luis FRONTERA Rotary Club wishes to sell beer on Friday, September 29, 2017, in Joe Orduño Park during the Mexican Baseball Fiesta event.

**RECOMMENDATION / SUGGESTED MOTION:**

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

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

N/A

---

**Attachments**





Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fee= \$25.00 per day for 1-10 days (consecutive)  
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: San Luis Frontera Rotary Club

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-0734186

**SECTION 3** The organization is a: (check one box only)

- Charitable  Fraternal (must have regular membership and have been in existence for over five (5) years)
- Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No

\_\_\_\_\_  
 Name of Business License Number Phone (Include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: Joe Orduño Park

Address of Location: 965 N Park Avenue San Luis Yuma AZ 85349  
Street City COUNTY State Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

- Applicant: Ramirez Marcos 10/25/1988  
Last First Middle Date of Birth
- Applicant's mailing address: PO BOX 13926 San Luis Arizona 85349  
Street City State Zip
- Applicant's home/cell phone: (928) 627-3873 Applicant's business phone: (928) 285-3532
- Applicant's email address: marcosramirez5550@gmail.com

**SECTION 10**

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 4  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.  
 Name San Luis Frontera Rotary Club Percentage: 100%  
 Address PO BOX 13926 San Luis Arizona 85349  
Street City State Zip  
 Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip
- Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

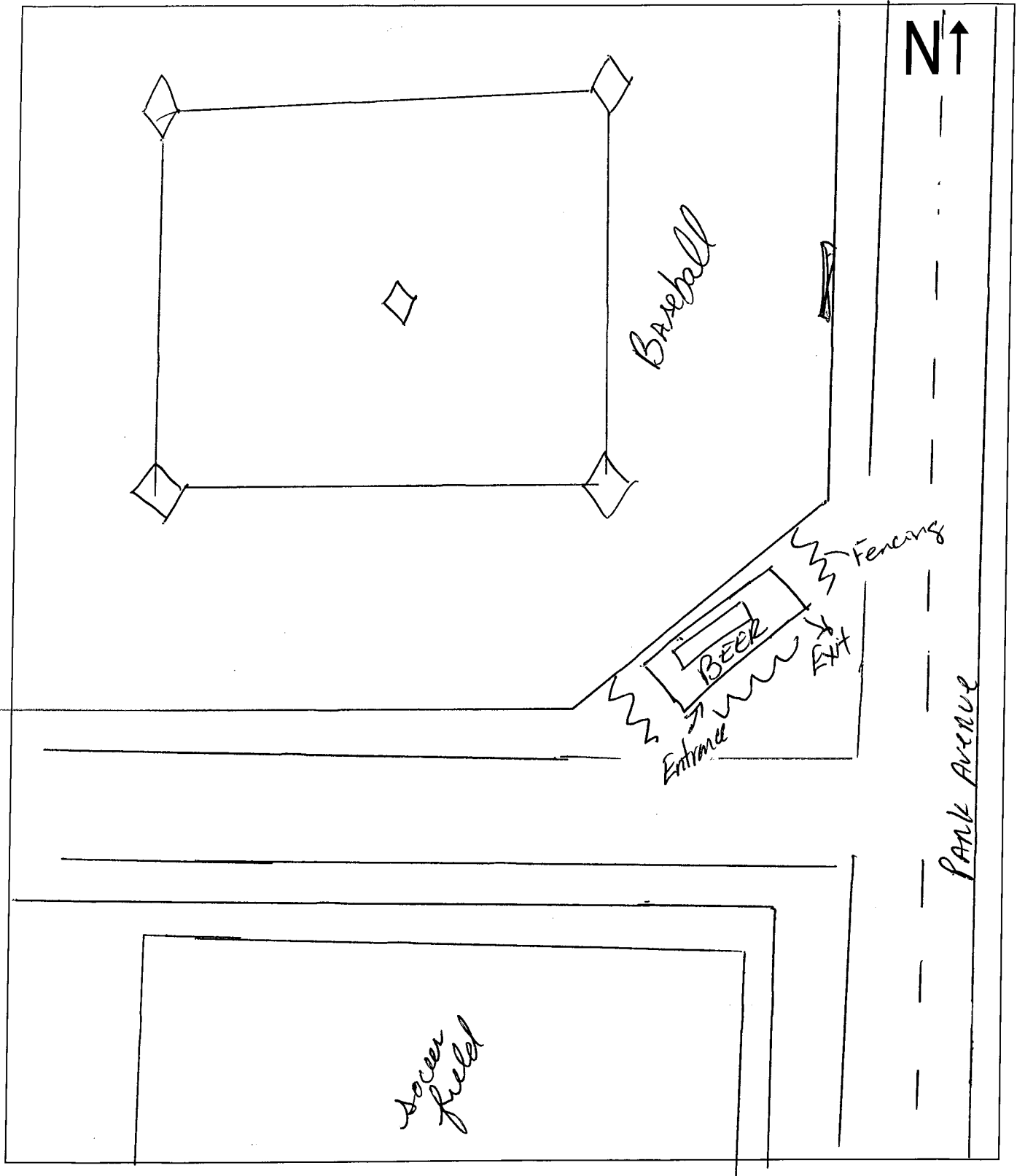
- What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)  
2 Number of Police 2 Number of Security Personnel  Fencing  Barriers  
 Explanation: Fencing will be placed around beer area. One entrance and One exit will be posted.  
Security will be place at both ends to ensure proper flow of people. Signs will be posted  
indicating entrance and exit.

**SECTION 11** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>9/29/2017</u>	<u>Friday</u>	<u>4:00 PM</u>	<u>12:00 AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



**SECTION 13** To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Marcos Ramirez declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

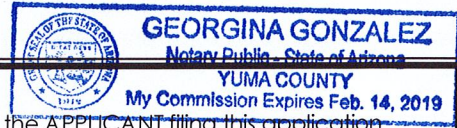
X [Signature] Sgt at Arms 8/22/2017 928-285-3532  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 22nd August 2017  
 Day Month Year

State AZ County of Yuma

My Commission Expires on: FEB-14-2019 [Signature]  
 Date Signature of Notary Public

**SECTION 14** This section is to be completed only by the applicant named in Section 9.



I, (Print Full Name) Marcos Ramriez declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

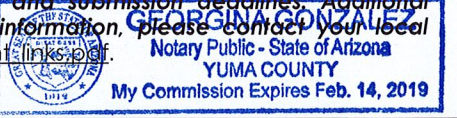
X [Signature] Sgt at Arms 8/22/2017 928-285-3532  
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 22nd August 2017  
 Day Month Year

State AZ County of Yuma

My Commission Expires on: FEB-14-2019 [Signature]  
 Date Signature of Notary Public

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).



**SECTION 15** Local Governing Body Approval Section.

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
 (Government Official) (Title)

On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 (City, Town, County) Signature Date Phone

**SECTION 16** For Department of Liquor Licenses and Control use only.

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)  
8/22/2017

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> LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	<b>CONTACT NAME:</b> Lockton Companies <b>PHONE (A/C No, Ext):</b> 1-800-921-3172 <b>E-MAIL ADDRESS:</b> rotary@lockton.com	<b>FAX (A/C No):</b> 1-312-681-6769	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 1393456 All Active US Rotary Clubs & Districts San Luis Frontera Rotary, Disitrc 5500 Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	<b>INSURER A:</b> Lexington Insurance Company		19437
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** ROTIN01      **CERTIFICATE NUMBER:**      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Liquor Liability</b> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			015375594	7/1/2017	7/1/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> <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			015375594	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
	<input type="checkbox"/> <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			NOT APPLICABLE			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ XXXXXXXX
							E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

<b>CERTIFICATE HOLDER</b> City of San Luis 965 N Park Avenue San Luis, Arizona 85349  San Luis Frontera Rotary, Disitrc 5500 Event on 9/29/2017 in San Luis, Arizona 85349	<b>CANCELLATION</b> 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 
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## AGENDA ITEM REVIEW FORM

### Work Session

2.F.

**Meeting Date:** 09/06/2017

**Department Head:** Lizandro Galaviz, Parks & Recreation Director, Parks & Recreation Department

**Submitted By:** Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the renaming of the Moctezuma Park, located on 467 Juan Sanchez Blvd, San Luis, Arizona, to PPEP Park. **(Lizandro Galaviz, Parks & Recreation Director)**

### SUMMARY:

Dr. John David Arnold was born in "Pennsylvania Dutch Country" on a small farm located near Doylestown in Bucks County. In 1967, while working for the Head Start Program, Dr. Arnold wrote the first Portable Practical Educational Preparation (PPEP), Inc. grant proposal submitted to the Tucson War on Poverty Program (TCEO), initiated by the Presidents Kennedy/Johnson Administrations. The initial funding was for \$19,000.00, from which he bought a 48 passenger 1957 Chevrolet school bus known as "La Tortuga" Dr. Arnold was the driver, mechanic, and teacher imparting practical educational teachings to help the Bracero farms workers prepare for other productive work.

From PPEP's humble beginnings aboard "La Tortuga" 50 years ago, Dr. Arnold, the PPEP Board of Directors, and dedicated staff have "improved the quality of life" of farm workers and rural poor. PPEP's programs have been honored twice at the White House among numerous other recognitions nationally and internationally. Dr. Arnold has been instrumental in establishing 11 farm worker, rural, and inner city PPEP TEC Charter High schools in which 4,700 at-risk students have graduated with high school diplomas.

For the past 30 plus years, PPEP has been a significant part of the San Luis Community. Bringing programs such as the PPEP Tech Charter High School, Youth Build, Community Service Block Grant program, National Farm Worker Jobs Program (NFJP), Housing programs, High School Equivalency (GED) programs, Plaza Comunitarias education program, and the Micro Loan program, which are all located in San Luis.

Each year PPEP TEC High School serves approximately 124 students at the high school. NFJP provides employment and training services to approximately 150 individuals. PPEP Housing provides 100 individuals in housing assistance programs, 30 individuals with GED, Plaza education to 20 individuals, Micro loans 25 individuals, and emergency services to 30 to 50 low-income people and farm workers through Community Service Block Grants and the Community Services Administration. Youth Build provides intensive education for 15 students per year. In total, touching the lives of approximately 500 people per year in the San Luis community on average.

Each of these programs have worked to serve the community for those in need of employment and training, education, long term case management, and business development opportunities. In addition, programs serve youth and adults ages 16 and older in education and career development. Programs

focus on meaningful employment and educational attainment that will pay a living wage in the future and addresses barriers that in some cases may not have been addressed in the past to be successful.

The rate of poverty for 18-24 year olds lacking a high school diploma/equivalent in San Luis and Somerton, Arizona, for example, is 36.1%, which exceeds the national rate of 27.1%. In addition, the weighted graduation rate for the two areas is 40.3%, which is less than half of the state or national average. Unfortunately, the facts do not paint an encouraging picture for people currently in poverty unless there is some form of direct intervention. PPEP has provided that intervention through consistent programming and availability of services in the San Luis and South County area overall.

PPEP also works with other local agencies in the San Luis area, in partnership and collaboration so that those in need are served to the best of our ability as a community organization. Partnering with other housing agencies, for example, to provide opportunity for low-income individuals to apply for home ownership through the Youth Build partnership program with local builders, has provided over 25 homes to low income families and served over 200 youth in the San Luis area with education and employment opportunities and to include postsecondary enrollment and opportunities for higher education. PPEP is involved in local activities and works to help the San Luis community in any way it can.

The PPEP programs work to offer additional services and leverage other programs through co-enrollment to ensure all needs are met that works to foster self-sufficiency and autonomy to those we serve. It is a model particularly useful in assisting participants facing multiple employment or educational impediments and simultaneously building program sustainability. PPEP also works to access additional dollars to provide for staff development in areas that will enhance programs and services and address community needs.

PPEP is also a significant employer in the San Luis area, employing approximately 22 staff just in this area alone within the programs located in San Luis. PPEP also continues to be a significant contributor to the San Luis economy and works to support city efforts.

Within the NFJP service areas, Yuma County is home to the largest agricultural producing county in Arizona. San Luis is one of the main focal points and comes with significant needs experienced by adult and youth migrant and seasonal farm workers. The average education level for 40% of immigrant adults is 1<sup>st</sup> – 6<sup>th</sup> grade, 17% only complete 7<sup>th</sup>-9<sup>th</sup> grades, only 28% complete 10<sup>th</sup>-12<sup>th</sup> grades and only 9% ever attain some type of higher education (National Center for Farm worker Health, 2012). PPEP is continuing to combat these averages and provide educational and employment opportunities to those living in the San Luis area through our adult and youth programs offering education and employment training opportunities.

Due to their extraordinary job in helping our community and reaching out to our community, staff is asking to rename the Moctezuma Park to Dr. John David Arnold PPEP Park.

**RECOMMENDATION / SUGGESTED MOTION:**

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

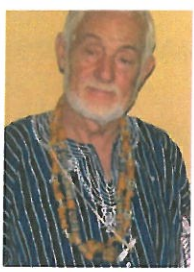
**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU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

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**Attachments**

Dr. John David Arnold

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## CELEBRATING 50<sup>TH</sup> ANNIVERSARY 2017

**John David Arnold, Ph.D.**

**Portable Practical Educational Preparation, Inc. and Affiliates CEO & Founder 1967**

**LULAC National Cesar Chavez Leadership and Community Service Award 2004**

**Arizona LULAC "Man of the Year" Award 2004 and 2006**

**Chaplain for LULAC Arizona**

**LULAC National Education Chair Co Chair & International Relations Chair**

**National Humanitarian Award Created in his name 2008**

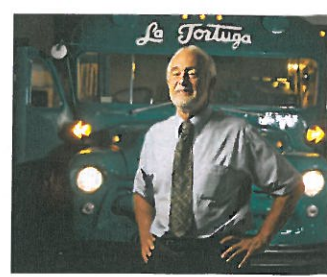
**AFOP Presidents Humanitarian Award 2009 – Hall of Fame 2016**

**Rotarian Owerri, Nigeria District 9410**

**Elevated to Royal Status "Nana Bloti Omaboyo," Baika-Buem Kingdom, Ghana 2011**

**Ordained Moh Ntoh, Prince Bambui Fondom, Cameroon 2012**

**Ohtli Mexican Government Distinguished Service Recognition 2016**



Dr. John David Arnold

ina Bloti Omaboyo I  
Atekwa Clan

Dr. John David Arnold was born in 'Pennsylvania Dutch Country' on a small farm located near Doylestown in Bucks County. His late father whose American family dates from the mid 1600's, was a journalist and inventor. He wrote the first motor tourist guide of Mexico for Triple A, it was cited and archived by Mexican President Echevarria. He designed the first Ford House. His mother was an artist, sculptor, and micro- business owner of Grayce's Gift Shop in Patagonia, Arizona, until the age of 97. Dr. Arnold's mother's achievements, artistic talents, caring spirit, and humanitarian efforts were cited in the United States Congressional Records. Honorary citations from MDC and LULAC. Dr. Arnold has two sisters, Janie & Elaine. Dr. Arnold has been a resident of Arizona for over five decades and presently resides in Tucson, Patagonia, Arizona, and Old Baika, Ghana. Dr. Arnold is a single parent with three daughters and one stepson: Loree, Renato, (born in Lima, Peru) Chaska, 22 and Tika, 19. All four have attended and excelled in both traditional and public charter schools. Chaska is a graduate in psychology, Tika in Medical School both at University of Arizona. Dr. Arnold moved to Guadalajara, Mexico, with his family when he was four years old, and attended elementary school at Colegio Cervantes. He moved to Nogales, Arizona, after five years in Guadalajara, where he attended Lincoln School. His family then moved to Tucson's south side circa 1958, where he attended Wakefield Junior High and Pueblo High School. Subsequently, Dr. Arnold graduated from the University of Arizona with a Bachelor's Degree in Spanish and Sociology, two Master's Degrees in Administration and Education, (M. Ed) with a Ph.D. in the same fields. At age 12, because he spoke Spanish, he was invited by his church's bus ministry to go to the Bracero farmworker camps as an interpreter. At age 16, he drove his own church bus and established the migrant ministries in Santa Cruz Valley, Rillito, and Marana, Arizona. At age 18 he was ordained and pastored the First Southern Baptist Church in Catalina, Arizona. His teaching and coaching career was in private schools where he organized the Arizona Independent High School Athletic Association. His basketball, football, track, and baseball teams all won state championships in 1966.

In 1967, while working for the Head Start Program, Dr. Arnold wrote the first PPEP, Inc. grant proposal submitted to the Tucson War on Poverty Program (TCEO), initiated by the Presidents Kennedy/Johnson Administrations. The initial funding was for \$19,000, from which he bought a 48 passenger 1957 Chevrolet school bus known as "La Tortuga" (the tortoise). Dr. Arnold was the driver, mechanic, and teacher, imparting practical educational teachings to help the Bracero farmworkers prepare to be productive in our society. Having lived in Mexico, he understood first-hand what it was to live and study in an unfamiliar society with a different language and culture.

From PPEP's humble beginnings aboard La Tortuga 50 years ago, Dr. Arnold, the PPEP Board of Directors, and dedicated staff have to "Improve the quality of life" of farmworkers and rural poor. Their work has been cited as national models 10 times in U.S. Congressional Records, including citations by U.S. Congressmen Udall, Kolbe, Pastor, Grijalva, Giffords, and Senators; DeConcini, McCain, Kyl, and Enzi of Wyoming. PPEP's programs have been honored twice at the White House among numerous other recognitions nationally and internationally; including the Ohtli Recognition. US Congressman Pastor wrote, "It is your vision and energy that transformed 'La Tortuga' into a major force for "Improving the quality of life in Arizona and the world." US Senator Mike Enzi wrote, "You may be the most innovative person I know. It's always fascinating to learn of your new and intriguing advances, plus being a voice for the migrant farmworker and their kids." Senator McCain stated "Ultimately much of our future depends on programs such as PPEP." Consult our website for details and historical data [www.ppep.org](http://www.ppep.org).

Dr. Arnold served on the Tucson Metropolitan Education Council for ten years (1990 to 2000). He has been instrumental in establishing 11 farmworker, rural, and inner city PPEP TEC charter high schools, which have graduated 4,700 at-risk students with official high school diplomas. In 2003, PPEP partnered with K-12 Inc. and established the Arizona Virtual Academy. This is a K – 12 grade on-line instructional school with over 5,800 students ([www.AZVA.org](http://www.AZVA.org)). In 2007, a partnership with Insight, which is affiliated with the University of Phoenix, has opened virtual charter high schools in California and Idaho, Insight High School (Arizona) in 2012. In 1985, Dr. Arnold organized one of the first formal micro business loan programs in the US with a model imported from Mexico. To date, this program has lent over 25 million dollars to micro-business located primarily in Southern Arizona, West Africa, and Mexico. Dr. Arnold has also served on the National Farmworker Advisory Council for the U.S. Department of Labor under three US Secretaries, providing consultation. He formed the Bi National Trade Council promoting import/export and expositions of microbusiness products which has been called the "Mini or Micro NAFTA." In 1990, a donation of \$5,000 was made to FAI de Sonora to capitalize their rural micro loan fund, based in Ciudad Obregon, Sonora. There a farmworker Hall of Fame was named for his efforts. In 2007, he organized a major humanitarian relief effort among the Yaqui and Mayo tribes' victims of Mexico's Hurricane Henriette. This coupled with similar efforts in the Tabasco and Jimena Disasters. Most recently participated with Tucson Mexico Sister Cities' project. In 2008, LULAC created a National Humanitarian Award in

his name. Moreover, he negotiated 3.25 million in full ride scholarships benefitting 100 primarily Latino students with the University of Phoenix. Farmworkers continue to this day to receive scholarships via the PPEP Foundation he created in 2007.

Today, the legacy of the “La Tortuga” school bus lives on through over 500 employees in 35 field and job training offices statewide. Furthermore, PPEP Inc. was recognized as the 92<sup>nd</sup> largest employer in Southern Arizona in 2013. PPEP provides pass-through funds to farmworker grass roots self-help housing programs in the Rocky Mountain States and Hawaii Coalition he created in 1995. PPEP’s largest program, which has a special place in Dr. Arnold’s heart, provides services to the developmentally disabled. PPEP has established over 20 group homes, residential, and work sites across rural Arizona. The Arizona Star Editorial stated “Arnold is a wizard at stretching money from government and private sources to get the most out of them and aid the rural needy as well as give them dignity in their lives. “That is the best service money can buy.” The Maui Connection was a term given to PPEP’s migration of dozens Hispanic farmworkers to the Island of Maui to work the pineapple and cane fields in 1990’s. Later came affordable housing, and a micro loan program, which now covers all the Hawaiian Islands. Noteworthy Projects include the telemedicine experiment, whereby, La Tortuga was used as the test site. PPEP conducted the first commercial harvests of Jojoba utilizing the labor of Native Americans and developmentally disabled. In 1999, at a White House ceremony PMHDC became the first Community Development Finance Institute (CDFI). The Rocky Mountain/Hawaii Self Help Housing Project (SHOP); whereby, PMHDC organized regional coalition that build over 600 self-help and multifamily rural houses.

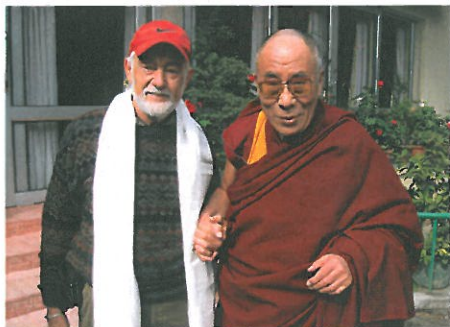
Over 1,500 farmworker adults have graduated from the HEP-GED program in Yuma County alone. The HUD funded Youth Build Program has served over 100’s of drop outs with construction skills and jobs, building, and rehabilitating over 120 homes for farmworkers in San Luis and Somerton, Arizona and recently, expanded to Pima County. In the mid 1980’s, PPEP, Inc. was the Navajo Nation’s largest sub-contractor in job training, affordable housing, and computer training schools. In 2000, Dr. Arnold organized the Farmworker LULAC Council #1088, which was the nation’s largest adult council. Furthermore, he organized dozens of LULAC Youth, LULAC KIDZ, and adult LULAC councils, mostly among Arizona and Hawaii farmworker and rural regions. In 2013, LULAC National President Margaret Moran re-appointed Dr. Arnold as both LULAC National Chair of Education and Chair of International Relations for a seventh term. In 2007, Dr. Arnold organized LULAC’s first international council in Hermosillo, Mexico, later, followed by Africa. On the weekends, he is in Patagonia, Arizona, where he tends Grayce’s Gift and Candle Shop as well as the Dia de Los Muertos Museum, which the Smithsonian Institute has recognized as the “First of its kind in North America.” At PPEP, Inc. the old bus “La Tortuga” has been restored and placed in the Farmworker Hall of Fame, also recognized by the Smithsonian with visitors worldwide. Between 2010 and 2012, Dr. Arnold conducted seminars along with Dr. Gabriel Cousens on the natural cure of Diabetes/sustainable organic farming in Ghana, Nigeria, and Ethiopia, and in December 2013 in Cameroon. In Africa, he is a strong advocate for street children, illegal tree cutting issues, girls’ education, and preservation of traditional music, dance, and culture, promotes a traditional music and film motion pictures. People call him Nana Bloti Omaboyo or Father Patriot as this was his stool name, given when he became installed as a chief among the Buem People. He is of the Atekwia Clan. Long time Rotarian serving in clubs in the United States and Africa; Club 9410 (Owerri, Nigeria).

Dr. Arnold is frequently interviewed on African National and Worldwide news as well as documentary programs. In 2005, he organized the Hurricanes Katrina/Rita Farmworker Relief partnership that included World Care, LULAC, and the Mississippi Delta Council, NBC News called “The largest non-governmental, interstate relief effort of its kind, ever.” This relief effort was documented in five pages of the US Senate Congressional Record. Also in 2008, Dr. Arnold established Africa’s first three micro credit/cooperative “Hybrid” loan funds in Nigeria and Ghana. [www.ghanaoldbaika.org](http://www.ghanaoldbaika.org). In 2011, he established the West African Rural Empowerment Society that oversees social economic development, clean water, nutrition, schools, and cultural projects. These efforts were reported in the West African Daily Sun News: “Philanthropy with a Difference; How an American Touched the Lives of Millions.” He met with His Holiness the Dalai Lama twice the second time at his residence in Dharamsala, India. He met with the President of Ethiopia 2011 as well as with Mexican President Vicente Fox. Also, in 2012, he established nutrition, micro credit, and sustainable farming projects in Cameroon and Ethiopia. In 2010, two ballads, one in English and one in Spanish, were composed and recorded about his life’s pathway. In 2014, another two traditional songs and a ballad were recorded in Ghana. He also coined the motivational sayings: Si Se Pudo y Si se Podrá! Omaboyo Lati – Lati “The Real Thing.” His personal motto, “Never stop giving your very very best to enrich and empower the lives of others.” Latest ventures are with the African Mexicans in Oaxaca, giving vegan farming /Moringa lectures and nutrition services. In 2016, he was invited to Liberia by VP Boakai to assist that County from its recovery from Ebola.

**(For more details consult the Website at [www.ppep.org](http://www.ppep.org) photos and timelines)**

Email address: [jarnold@ppep.org](mailto:jarnold@ppep.org)

2/17



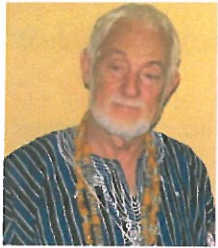
Dr. Arnold with His Holiness the Dalai Lama at His residence in Dharamsala, India



Dr. Arnold with President of Liberia Ellen Johnson Sirleaf



Dr. Arnold presented Ohtli Mexican Government Distinguished Service Recognition



Nana Bloti Omaboyo I



Dr. John David Arnold

**John David Arnold, PH.D.**  
**Jefe Ejecutivo y Fundador de Preparación Educativa Práctica y Portátil, Inc.**  
**Premio “Hombre del Año Arizona” 2004, 2006**  
**Premio Nacional de Cesar Chávez 2004**  
**Director de LULAC – Relaciones Internacionales**  
**Co-Director de LULAC – Nacional de Educación**  
**Capellán de la Región de Estados Montañeros**  
**Reconocimiento Humanitario de LULAC en nombre del Dr. John David Arnold – 2008**  
**Elevado al Estado Real “Nana Bloti,” Reinado: Baika-Buem, Ghana 2011**  
**Decretado Moh Ntoh Príncipe de Bambui Fondom**

Dr. John David Arnold nació en el estado de Pennsylvania. Su finado padre era un escritor e inventor, que escribió la primera guía turística de México para el triple AAA y para el Popular Mechanics Magazine en los años 50, cual fue reconocido por el Presidente de México Echevarría. Asimismo, su padre elaboro el primer autobús móvil patrocinado por la compañía Ford y también edito el manual del USAF Titán II de Misiles. Su madre era artista, escultora y dueña de un micro-empresa en Patagonia, Arizona hasta la edad de 97. Los esfuerzos humanitarios, talentos, y logros de ella han sido reconocidos por los Representantes Grijalva y Giffords en los archivos del Congreso de E.U.A. El Dr. Arnold tiene dos hermanas, Janie y Elaine. Dr. Arnold ha sido residente de Arizona por más de cinco décadas y reside actualmente en Patagonia y Tucson, Arizona, y Ghana. El Dr. Arnold es padre de tres hijas y un hijastro, Renato (nacido en Lima, Perú), Loree, Chaska y Tika. Los cuales han atendido y han sobresalido en las escuelas públicas alternativas (charter schools). Su hija Chaska es graduada de la Universidad de Arizona y su hija Tika asiste la misma universidad en el colegio de medicina. Dr. Arnold vivió en Guadalajara, México con su familia cuando él tenía 5 años de edad, y atendió la primaria en el Colegio Cervantes. Posteriormente él se trasladó a Nogales, Arizona después de vivir por seis años en Guadalajara. Después su familia se trasladó al sur de Tucson en el año 1958 donde él fue a la primaria en la escuela Wakefield y al preparatorio Pueblo High School. Subsecuentemente el Dr. Arnold se graduó de la Universidad de Arizona, con una licenciatura en español y sociología, dos Maestrías en administración y en educación y con un Doctorado (PH.D) en el mismo campo. Él empezó a ir a los campos agrícolas, con grupos afro-americanos y los Braceros agricultores emigrantes en un autobús de la iglesia a la edad de 12 años porque él hablaba español. A la edad de 16 años él condujo su propio autobús de la iglesia y estableció el Ministerio para emigrantes en Marana, Arizona. Después se ordenó como Pastor teniendo a su cargo la First Southern Baptist Church en Catalina, Arizona.

Él ha desempeñado su carrera de sociología rural y de entrenador en las escuelas privadas donde organizo la Asociación Arizona Independent High School, los equipos entrenados por el (baloncesto, fútbol, baseball, y pista de atletismo) dominaron el campeonato estatal del 1966. Más adelante, mientras que trabajaba para el Head Start Program, Dr. Arnold escribió la primera propuesta para PPEP, Inc. dentro del programa Tucson War on Poverty Program, que fue iniciado por los presidentes Kennedy y Johnson. Los Fondos de la Propuesta fueron de \$19,000 con los cuales él compró un autobús Chevrolet Modelo 1957 de 48 pasajeros, conocido como "La Tortuga." Dr. Arnold fue el conductor, el mecánico y el profesor de la escuela que impartía enseñanzas educativas prácticas para ayudar a los trabajadores agrícolas/braceros a prepararse para sobrevivir en nuestra sociedad. La experiencia de haber vivido en México, él entendió de inmediato que significaba vivir en otra sociedad con diferente idioma y cultura.

Desde los inicios humildes de PPEP a bordo de la Tortuga hace 47 años, el Dr. Arnold y su Mesa Directiva y equipo de trabajo se han enfocado en realizar los sueños y mejorar la calidad de la vida de los trabajadores agricultores o Braceros, Nativo-Americanos y los Afro-Americanos como los que hace 47 años fueron parte de la educación en el camión "La Tortuga." Su trabajo se ha citado como modelo nacional diez veces en los expedientes del congreso Federal (U.S. Congressional Records), incluyendo menciones especiales de los miembros del Congreso Federal como Morris K. Udall, Jim Kolbe, Ed Pastor, Raul Grijalva y senadores como Dennis De Concini, Mike Enzi, John McCain y Jon Kyl.

Dr. Arnold ha sido honrado dos veces en la Casa Blanca, entre otros numerosos reconocimientos tanto Nacionales como Internacionales. El Congresista de EUA, Ed Pastor escribió, "Es su visión y la energía que transformo 'La Tortuga' en un gran esfuerzo para mejorar la calidad de vida rural en Arizona y en todo el mundo." Senador, Mike Enzi escribió, "tú eres la persona más Motivadora que he conocido. Es fascinante conocer tus nuevos e interesantes avances y más escuchar que eres una fuerte voz para los Trabajadores Agrícolas migratorios y sus familias.

Dr. Arnold ha servido en el Tucson Metropolitan Concilio de Educación por 10 años (1990 a 2000). Él ha sido el instrumental en establecer 11 escuelas alternativas conocidas como PPEP TEC (escuelas secundaria charter) para los trabajadores agrícolas, rurales y zonas urbanas de Arizona, que han graduado más de 3500 estudiantes en riesgo con un diploma oficial de Secundaria. En el año 2003, PPEP organizó la Academia Virtual de Arizona, un programa educacional del kínder al grado 12th con más de 6000 estudiantes (vea la página de Internet [www.AZVA.org](http://www.AZVA.org)). En el 2007 se estableció un convenio con Insight y la Universidad of Phoenix donde se propuso iniciar dos preparatorias virtuales una localizada en California y la otra en Idaho. En 2012 inicio Insight Secundaria, Arizona.

En 1985, Dr. Arnold organizo uno de los primeros programas de la Microempresa en EUA, con modelo proveniente de México, que hasta ahora ha prestado más de 23 millones de dólares a los microempresarios principalmente en la región fronteriza de los EUA y México. Noventa % de los que han solicitado préstamos son descendentes mexicanos. Dr. Arnold ha sido responsable en organizar un programa similar de préstamos a la Microempresa de los estados de Hawái y Sonora. Dr. Arnold también ha estado en el Nacional Farmworker Advisory Council para el U.S. Departamento de Labor dando consultorías. Recientemente, él ha estado muy activo con el Gobierno Mexicano y en particular con el Instituto de los Mexicanos en el Exterior como representante de LULAC Nacional. Él apoya a la Asociación Tucson México Trade Association (Ciudades Hermanas) En el 1990, el otorgo una donación de \$5000 a la organización FAI de Sonora para establecer un programa rural para microempresas que hoy es reconocido como uno de los programas más lucrativos en México. Las oficinas de FAI Sonora están localizadas en Cd. Obregón, Sonora, en estas oficinas se encuentra el salón de fama que lleva el nombre del Dr. John David Arnold. En el año 2007, organizo el esfuerzo humanitario en la región indígena del sur de Sonora al igual en los esfuerzos humanitarios en Tabasco y el Huracán Jimena. Reciente, él participa en los proyecto con

la organizacion conocida como Tucson México Sisters Cities; al igual en 2008 el reconocimiento *John David Arnold Humanitarian Award* otorgado por LULAC, fue establecido en honor del Dr. Arnold.

La herencia del autobús “La Tortuga” vive a través de los 500 empleados en 35 oficinas de campo y entrenamiento para el trabajo a lo largo y ancho del estado. En el 2013, PPEP Inc. es conocido como el 92nd empleador en el Sur de Arizona. PPEP recibe fondos para los trabajadores agrícolas en ayuda de asistencia a la vivienda en el área de Rocky Mountain Status y Hawái. El programa más grande de PPEP que tiene un lugar especial en el corazón del Dr. Arnold está con los deshabilitados y discapacitados. PPEP ha establecido 18 casa/hogares para los mismos. En el periódico *Arizona Daily Star* un editorial dijo que el “Dr. Arnold es un mago para estirar el dinero del gobierno y fuentes privadas para obtener lo mejor de estos fondos y poder ayudar a la comunidad rural necesitadas así como llevarles dignidad a sus vidas.” En 1990, la conexión de Maui fue el término que se le dio al grupo de migrantes de PPEP a la docena de hispanos y sus familias que residen en la isla de Maui donde la fuente de trabajo es la pesca de piña y en los campos de caña. Más tarde se estableció el programa de micro préstamos, que hoy cubre todas las islas al igual del programa de vivienda manual en Hanna.

Dr. Arnold ha servido como Jefe Ejecutivo (CEO) de PPEP Inc. y afiliados desde Agosto de 1967. El Departamento of Educación Nacional concedió a PPEP el programa de equivalencia de la secundaria (HEP), bajo un contrato de diez años para asistir a los agricultores emigrantes adultos para obtener su certificado de GED. Hasta la fecha, más de 1,000 trabajadores agrícolas y padres se han graduado del programa de HEP en el condado de Yuma solamente. El programa financiado HUD de Youth Build ha servido 158 participantes con las prácticas y los trabajos de la construcción que constrúan otros hogares en Somerton, Arizona del agricultor (120 casas rehabilitadas y 30 construidas). El periódico Tucson Citizen comento “el Dr. Arnold es un genio al estirar el dinero gobernada y de fondos privados para sacar lo mas de ellos, y ayudar a los necesitados a lo que el dinero pueda comprar.”

Dr. Arnold ha organizado un concilio de agricultores LULAC # 1088, el concilio más grande de adultos de la nación. En el pasado el Dr. Arnold organizó 11 concilios de la juventud LULAC, 1 LULAC KIDZ y varios concilios de adultos LULAC, sobre todo entre el agricultor de Arizona y regiones rurales. En el año 2007, el Dr. Arnold estableció el primer concilio de LULAC en Hermosillo, Sonora, México. En 2013 fue re nombrado por Margaret Moran séptima vez (2007-2014) como la Co-silla del Comité LULAC Nacional de Educación y Director del Comité de LULAC Relaciones Internacionales (2007-2013). En la convención estatal de Arizona de LULAC el Dr. John Arnold fue nombrado Hombre del año 2004, 2006 para LULAC. Después en este año, al Dr. Arnold se le otorgo con el prestigioso premio Cesar Chávez por su liderazgo y servicio en la comunidad durante la convención nacional de LULAC. En 2005, fue designó al Dr. John David Arnold Capellán de la Región de Estado Montañeros. En el 2008 se creó el reconocimiento Humanitario de LULAC en nombre del Dr. John David Arnold que se otorgara anualmente durante la conferencia nacional. El Dr. Arnold durante los fines de semana dirige el Grayce’s Gift & Candle Shop, localizado en Patagonia, Arizona, [www.grayces.com](http://www.grayces.com) así mismo el Museo del Día de Los Muertos, cual fue reconocido por el Instituto Smithsonian como “El único establecido en Norte America.” En las oficinas de PPEP, se mantiene el camión “La Tortuga” cual fue restaurado y exhibido en el Farmworker Hall of Fame, (Salón de Fama Campesino) cual también está dominado como uno de los distinguidos en el Instituto Smithsonian con visitantes mundiales. Durante los años 2010, 2011, y 2012, el Dr. Arnold tuvo la oportunidad de exponer sesiones educativas con Dr. Gabriel Cousens acerca de la curación natural del Diabetes y la sustancia orgánica agrícola en Ghana, Nigeria, Camerún, y Etiopia. En 2005, Dr. Arnold organizo en sociedad con otras entidades la relevación del huracán Katrina que las noticias EUA NBC y Telemundo llamaron “el esfuerzo más grande de rescate sin fondos gubernamentales.” Otro de los logros del Dr. Arnold fue cumplido en el 2008, donde el Dr. Arnold creó el primer programa microempresario “Híbrido” en Nigeria y Ghana, África [WWW.GHANAOLDBAIKA.ORG](http://WWW.GHANAOLDBAIKA.ORG). En el 2011 estableció el proyecto West African Rural Empowerment Society, (Sociedad Africano) cual se enfoca en establecer desarrollo económico, nutrición, y proyectos culturales [WWW.AFRICAWARESNDONATE.ORG](http://WWW.AFRICAWARESNDONATE.ORG). Estos esfuerzos fueron publicados en las noticias diarias del periódico “El Sol del África del Oeste; “Filantropía que marca una diferencia; Cómo un estadounidense toca las vidas de millones.”

En Enero de 2009, visito a su Santidad el Dalai Lama en su residencia en Dharamsala, la India. Al igual en el 2011 tuvo la oportunidad de visitar al Presidente de Etiopia. Así mismo en el 2012, estableció el programa de nutrición, micro crédito, e agrícola en Cameroon e Etiopia. En el 2010, dos baladas una en Ingles y una en español fueron compuestas en honor del Dr. Arnold donde se habla de la leyenda de PPEP. Recalcando los refranes de motivación: La iniciativa mas nueva es; La escuela Afro Mexicana COBAO Oaxaca. Si Se Pudo y Si se Podrá!

(Consulte el Website en [www.ppep.org](http://www.ppep.org))

[jarnold@ppep.org](mailto:jarnold@ppep.org)



Visita con su Santidad el Dalai Lama en su residencia en Dharamsala, la India



Programa Nutricion Estudiantil Cabao



El Dr. Arnold con el Dr. Gabriel Cousens en el Centro Reino de Los Niños - Orfanatorio



“Nyansapo”



“Lazo de sabiduría”



## AGENDA ITEM REVIEW FORM

### Work Session

2.G.

**Meeting Date:** 09/06/2017  
**Department Head:** Kristin McManus, Court Magistrate, Court  
**Submitted By:** Andrea Ruiz, Court Administrator, Court  
**Action Requested:** Discussion Item - No Action to be Taken  
Resolution

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding approval of Resolution No. 2004. A resolution of the Mayor and the Council of the City of San Luis, Arizona, to approve an Addendum to the Intergovernmental Agreement between the City of San Luis and Yuma County for the purpose of providing mandatory weekend and holiday court services for the San Luis Municipal Court.  
**(Kristin McManus, Municipal Court Judge)**

### SUMMARY:

The City of San Luis has previously entered into an Intergovernmental Agreement (IGA) with Yuma County and its Justice Court to provide for weekend and holiday coverage for the San Luis Municipal Court. Under Rule 4.1 of the Arizona Rules of Criminal Procedure, a person who is arrested must be brought before a judge within 24 hours, even on weekends and holidays. Under this IGA, Yuma County provides a judge and other necessary personnel and materials to conduct hearings on weekends and holidays for all of the local courts. The city has entered into this IGA for several years, and under the contract, the city agrees to pay the county based on the case load as calculated during the fiscal year. Costs vary from year to year but have always been under \$2,500.00, with the amount in 2016 being \$1,159.00. The county is requesting that Council approve the Addendum for the cost calculated for the last fiscal year in the amount of \$1,159.00.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action**

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

N/A

**Document to be Recorded?:** No

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>	\$1,159.00

**BUDGETED AMOUNT:** Yes  
**AVAILABLE AMOUNT TO TRANSFER:** Not Applicable  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Contractual Services Acct.  
#100-160-80000

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

Total budgeted under 100-160-80000 (Court contractual Services Line) for 2016-2017 is \$1,159.00.

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**Attachments**

Resolution No. 2004  
IGA Weekend Court  
IGA Weekend Court Cover Letter  
IGA Weekend Court Requisition

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 2004

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS, ARIZONA, AND YUMA COUNTY FOR THE PURPOSE OF PROVIDING MANDATORY WEEKEND AND HOLIDAY COURT SERVICES.

**WHEREAS**, the City of San Luis desires to exercise the option to extend a previous Intergovernmental Agreement with Yuma County for the provision of mandatory weekend and holiday court services; and

**WHEREAS**, all parties to the Intergovernmental Agreement desire to exercise the option to extend said agreement;

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

Section 1: That the addendum to the intergovernmental agreement, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

**PASSED AND ADOPTED** by the Mayor and Common Council of the City of San Luis, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YUMA COUNTY AND CITY OF SAN LUIS  
FOR  
Weekend and Holiday Municipal Court Coverage

Pursuant to number 2, TERM: of the original intergovernmental agreement dated July 1, 2016 and recorded with the Yuma County Recorder for the provision of weekend and holiday Municipal Court coverage, it is hereby agreed upon by the parties to exercise the option to extend said agreement for an additional one year period beginning July 1, 2017 and terminating on June 30, 2018. The City shall pay the County \$1,159.00 for the period covered under the original intergovernmental agreement July 1, 2016 through June 30, 2017. All of the terms and conditions contained in the original intergovernmental agreement remain in full force and effect during the extended term.

IN WITNESS WHEREOF, the parties hereto have executed this addendum on the dates written below.

YUMA COUNTY:

\_\_\_\_\_  
Tony Reyes, Chairman  
Yuma County Board of Supervisors

06/19/2017  
\_\_\_\_\_  
Date

Approved as to form:

Jon R. Smith  
Jon R. Smith  
Yuma County Attorney

19 June 2017  
\_\_\_\_\_  
Date

City of Yuma:

\_\_\_\_\_  
Tadeo De La Hoya  
San Luis City Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Sonia Cornelio  
San Luis City Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Kay M. Macuil  
San Luis City Attorney

\_\_\_\_\_  
Date

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YUMA COUNTY AND CITY OF SAN LUIS  
FOR  
Weekend and Holiday Municipal Court Coverage**

This Intergovernmental Agreement ("IGA" or "Agreement") is between Yuma County, a body politic and corporate of the State of Arizona, (hereinafter referred to as the "County") and the City of SAN LUIS, a body politic and corporate of the State of Arizona (hereinafter referred to as the "City"). In consideration of the mutual promise contained herein, the parties agree as follows:

**RECITALS:**

A. WHEREAS, COUNTY and CITY may contract for services and enter into agreement with one another for joint or cooperative action pursuant A.R.S. §11.952(A)1, et seq.; and

B. WHEREAS, CITY is required to establish a municipal Court pursuant to A.R.S. §22.402(A); and

C. WHEREAS, pursuant to A.R.S. §22.402 (C) (1) a City may enter into an intergovernmental agreement to provide the services of a Municipal Court with a Justice Court Initial Appearance Master in whose jurisdiction the CITY is located and the COUNTY in which the CITY is located; and

D. WHEREAS, CITY desires to have a COUNTY Justice Court Initial Appearance Master preside over all CITY Court initial appearances occurring on weekends and holidays.

NOW THEREFORE, CITY and COUNTY, pursuant to the above recitals, and in consideration of the matters and things herein set forth, do mutually agree as follows:

**1. PURPOSE AND SCOPE:**

The purpose of this IGA is to set forth the responsibilities of the parties for the coverage by the COUNTY Justice Court Initial Appearance Master for all CITY Court initial appearances occurring on weekend and holidays pursuant to Arizona Rules of Criminal Procedures 4.2 and 7.2

**2. TERMS:**

This IGA shall commence on July 1, 2016 and shall be recorded with the Yuma County Recorder. Except as otherwise provided in this IGA, this IGA shall terminate on June 30, 2017. Upon mutual consent of the parties, this IGA may be extended for up to four (4) additional one (1) year periods, or any portion thereof. Any modification or time extension of this IGA shall be by formal written agreement and executed by the parties

hereto. All previously executed IGA'S pertaining to weekend court coverage shall sunset upon the execution of this document.

**3. THE PARTIES AGREE AS FOLLOWS:**

**A. COUNTY:**

The COUNTY Justice Court Initial Appearance Master will prepare and process all required paperwork for initial appearance of defendants brought before the Court on weekends and holidays on violations to be adjudicated in the CITY Court. The initial appearance will be conducted in accordance with the Arizona Rules of Criminal Procedures 4.2 and 7.2.

**B. CITY:**

1. The CITY shall pay the COUNTY \$1,241.00 based upon percentage of cases seen by the Initial Appearance Master during the fiscal year beginning July 1, 2015 thru June 30, 2016, for court services rendered pursuant to this IGA. The referenced amount includes the cost of required interpreter services, supplies and forms. The payment of such fees is not contingent upon the occurrences of any particular number of initial appearances processed by COUNTY and on behalf of CITY on any given weekend or holiday.

2. Payment will be remitted to the COUNTY within thirty (30) days of receipt of COUNTY's invoice.

**C. TERMINATIONS/NOTICES:**

This IGA may be terminated for any reason by either party upon sixty (60) days written notice by either party, or by mutual written agreement of the parties. All notices require or permitted by this IGA shall be given by registered or certified U.S mail, postage prepaid or personally delivered, at the address shown below. Notices will be deemed received at the time of actual receipt, evidenced by a receipted copy (in the case of notices that are personally delivered) or by the Postal Service receipt, or ten (10) calendar day after mailing, whichever comes first, in case of notices that are mailed.

CITY of SAN LUIS ADDRESS  
City of SAN LUIS  
SAN LUIS Municipal Court  
P.O. Box 1670  
SAN LUIS, AZ. 85349-0429

YUMA COUNTY ADDRESS  
Yuma County Justice Court  
Attn: Justice Court Administrator  
250 W. 2<sup>nd</sup> Street Suite A  
Yuma, Az. 85384

**D. RESPONSIBILITIES:**

1) Each party agrees to be responsible for the conduct of its operations and performance of contract obligations. Each party agrees to be responsible for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents, employees

acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

#### E. CANCELLATION FOR CONFLICT OF INTEREST:

This IGA may be cancelled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.

#### F. NON-ASSIGNABILITY:

Neither party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

#### G. COMPLIANCE WITH NON-DISCRIMINATION LAWS:

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, title VII of the Civil Rights Acts of 1964, as amended, the Age of Discrimination in Employment Act and the State Executive Order No. 75-5 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities, all parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in employment or advancement of qualified persons because of physical or mental handicap, with all federal regulations regarding equal employment opportunity, with relevant orders issued by the U.S. Secretary of Labor and with all applicable provisions of the American with Disabilities Acts (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 C. F. R. parts 35 and 36.

#### H. E-VERIFY REQUIREMENTS:

1. That COUNTY and CITY warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A.
2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. That COUNTY and CITY retain the legal right to inspect the papers of any COUNTY and CITY employee who works on the contract to ensure that the COUNTY and CITY is complying with the warranty under paragraph 1.
4. COUNTY and CITY shall establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors to ensure that the contractors and subcontractors are complying with their warranties.
5. COUNTY and CITY shall not deem a government entity contractor or subcontractor in material breach of a contract if COUNTY and CITY establishes that it has complied with the employment verification provisions prescribed by sections 274a and 274b of the federal immigration and nationality act and the e-verify requirements prescribed by section 23-214, subsection A.

**I. RIGHTS/OBLIGATIONS OF PARTIES ONLY:**

The terms of this IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization. Nothing expressed herein, shall affect the legal liability of either party to this IGA by imposing any standard of care different from the standard of care imposed by law.

**J. ENTIRE IGA:**

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signing by the parties to the IGA.

**K. SEVERABILITY:**

The parties agree that should any part of this IGA be held to be invalid by a court of law, the remainder of the IGA shall remaining full force and effect with those offending portions omitted.

**L. COMPLIANCE WITH GOVERNING LAWS:**

The parties shall comply with all federal, state, and local laws, Rules and Regulations, Standards and Executive Orders without limitations to that designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. This IGA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of the state agencies required by statutes and Executive Order.

**M. NON-APPROPRIATION:**

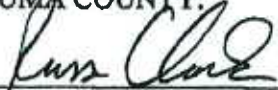
Notwithstanding any other provision of this IGA, this IGA may be terminated, if for any reason the CITY's governing body does not appropriate sufficient monies for the purpose of maintaining this IGA. A failure to appropriate sufficient monies will not, however, relive the CITY of its statutory responsibilities under Arizona law.

**N. NO JOINT VENTURE:**

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between COUNTY and CITY employees, or between CITY and COUNTY employees. Neither party shall be held liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold social security and income taxes for itself or any of its employees.

IN WITNESS WHEREOF, the parties hereto have executed the IGA on the dates written below.

YUMA COUNTY:

  
\_\_\_\_\_  
RUSS, CLARK, Chairman  
Yuma County Board of Supervisors


11/1/16  
Date

Approved as to form:

  
\_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

11-1-16  
Date

City of San Luis:

  
\_\_\_\_\_  
Tadeo De la Hoya,  
Interim, San Luis City Manager

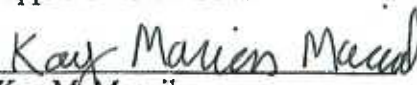
12/19/2016  
Date

Attest:

  
\_\_\_\_\_  
Sonia Cornelio  
San Luis City Clerk

12.19.2016  
Date

Approved as to form:

  
\_\_\_\_\_  
Kay M. Macuil  
San Luis City Attorney

12-15-16  
Date



## JUSTICE COURT

1<sup>st</sup> Precinct, County of Yuma, State of Arizona

250 W. 2<sup>nd</sup> Street, Suite A  
Yuma, Arizona 85364  
Phone: (928)-817-4100  
Fax: (928) 817-4101

*Gregory S. Stewart*  
Justice of the Peace

*R. Erin Farrar*  
Judge Pro-Tempore

June 20, 2017

ANDREA RUIZ  
Court Administrator  
San Luis Municipal Court

Re: Interpreter, Weekend and Holiday Court coverage

Please find the attached invoice for interpreter, weekend and holiday court services, supplies and forms. Using a formula based on the number of cases seen by the Initial Appearance Master for each court, it was determined that the cost shared for San Luis Municipal Court is \$1,159.00. The FY 2016/17 amount will be reflected on the Addendum to the Intergovernmental Agreement that went before the Board of Supervisors on June 19, 2017. Please have the appropriate parties sign the attached IGA and return the original to me at your earliest convenience.

The Yuma County Justice Court will continue to collaborate with the City of San Luis Municipal Court in offering weekend interpreter, weekend and holiday court coverage.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Martin A. Mendez".

---

Martin A. Mendez  
Court Administrator  
Yuma County Justice Court Precinct 1  
250 W. 2<sup>nd</sup> Street  
Yuma, AZ 85364  
[Mmende2@Courts.Az.Gov](mailto:Mmende2@Courts.Az.Gov)  
928-817-4111 office  
928-817-4101 fax  
928-246-7923 cell

**Justice Court 1<sup>st</sup> Precinct**

Rec'd 2017. 4349.  
**INVOICE**

250 W. 2<sup>nd</sup> Street, Suite A  
Yuma Arizona 85364  
Phone 928-817-4100 Fax 928-817-4101

INVOICE #1  
DATE: JUNE 20, 2017

**TO: ANDREA RUIZ**  
City of San Luis  
San Luis Municipal Court  
P.O. Box 1670  
San Luis, Arizona 85349-0429

**FOR:**  
Weekend and Holiday Court services  
Weekend Interpreter

DESCRIPTION	AMOUNT
Weekend and Holiday Court services (George Hofer)	\$11,501.00
Weekend and Holiday Court services (Alicia Aguirre)	\$1,920.00
Weekend interpreter services	\$2,083.00
Supplies and forms	\$1,053.00
Total	\$16,557.00
San Luis Municipal Court Percentage 7%	\$1,159.00
<b>TOTAL</b>	<b>\$1,159.00</b>

*(Handwritten signature/initials over the total amount)*

Make all checks payable to Yuma County Justice Court, 1<sup>st</sup> Precinct  
Payment is due within 30 days.  
If you have any questions concerning this invoice, contact Martin A. Mendez, Justice Court, Court Administrator, 817-4111,  
Mmende2@Courts.az.gov

**Thank you for your business!**



## AGENDA ITEM REVIEW FORM

### Work Session

2.H.

**Meeting Date:** 09/06/2017

**Department Head:** Kristin McManus, Court Magistrate, Court

**Submitted By:** Andrea Ruiz, Court Administrator, Court

**Action Requested:** Discussion Item - No Action to be Taken

---

### ITEM:

Discussion and possible directions to staff on any and all matters regarding approval of Resolution No. 2005. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the continuation of an Intergovernmental Agreement (IGA) between the City of San Luis and the Superior Court in Yuma County for the purpose of providing a field trainer for Fiscal Year 2017-2018. **(Kristin McManus, Municipal Court Judge)**

### SUMMARY:

In the past, the City of San Luis has entered into an Intergovernmental Agreement (IGA) with the Superior Court in Yuma County to assist in securing a position of a field trainer. The field trainer provides training on automation systems and business practices for the San Luis Municipal Court as well as the other Municipal Courts, Justice Courts, and the Superior Court in Yuma County. This training helps ensure uniformity within the county's court in both computerized systems and business practices. The field trainer is funded by revenues from the State of Arizona Administrative Office of the Court (AOC) and local Judicial Collection Enhancement Funds (JCEF). Since 2008, the City of San Luis has committed \$1,000.00 per year out of its JCEF revenue to contribute to the personnel costs of the field trainer. (The IGA is attached to this agenda for more details).

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

The amendment to the IGA to renew is expected from the County by September 5, 2017

**Document to be Recorded?:** No

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>	\$1,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	Not Applicable

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Contractual Services Acct.  
#100-160-80000

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

Court Contractual Services line item #100-160-80000

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**Attachments**

Resolution No. 2005 Field Trainer

IGA Field Trainer

IGA Superior Court Field Trainer

---



# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 2005

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE CONTINUATION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS AND YUMA COUNTY FOR THE PURPOSE OF PROVIDING A FIELD TRAINER TO PROVIDE TRAINING AND UNIFORMITY OF AUTOMATION SYSTEMS FOR FISCAL YEAR (FY) 2017-2018.

**WHEREAS**, the City of San Luis desires to continue participation in the previous IGA with Yuma County for the provision of a field trainer; and

Whereas, all parties to the IGA desire to continue participation in said agreement;

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

Section 1: That continued participation in the IGA for FY2017-2018 is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

**PASSED AND ADOPTED** by the Mayor and Common Council of the City of San Luis, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

***SUPERIOR COURT  
STATE OF ARIZONA***

***DAVID HAWS  
PRESIDING JUDGE***

***YUMA COUNTY, ARIZONA***

***KATHLEEN SCHABEN  
COURT ADMINISTRATOR***

**INVOICE**

**FIELD TRAINER PROGRAM**

Participation of San Luis Municipal Court in the personnel budget for the Yuma County Courts Field Trainer was established in the Field Trainer Grant Application for FY2016-2017 and approved by the Arizona Administrative Office of the Courts.

Thank you for your remittance of \$1,000 to be mailed to Superior Court at:

Court Administrator  
Superior Court in Yuma County  
250 West 2<sup>nd</sup> Street, Suite D  
Yuma, Arizona 85364

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SAN LUIS AND SUPERIOR COURT  
IN YUMA COUNTY

This agreement is made between the SUPERIOR COURT IN YUMA COUNTY (hereafter the “Court”) and the CITY OF SAN LUIS, a municipal corporation of the State of Arizona (hereafter the “City”)

WHEREAS, pursuant to Arizona Revised Statutes (“A.R.S.”) §11-952 authorizes the various political subdivisions of the State of Arizona to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, City maintains and operates a limited jurisdiction, non-recorded court, to wit: the San Luis Municipal Court; and

WHEREAS, Article VI § 1 of the Arizona State Constitution mandates that all judicial power is vested in an integrated judicial department, and Article VI §3 mandates that the Supreme Court has administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA provides that the Presiding Judge of each county shall exercise administrative supervision over all courts in their respective county, including Justice Courts and Municipal Courts; and

WHEREAS, the San Luis Municipal Court, the Clerk of Court of Superior Court in Yuma County, the Justice of the Peace Courts and Superior Court in Yuma County share certain common practices and procedures including automation, court rules, appellate procedures, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the City and the Court have not entered into a previous Intergovernmental Agreement to provide for the consolidated administration of courts within the county; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform training and development of staff of the Municipal Court, Justice Courts, Superior Court and the Superior Court Clerk to the extent possible pursuant to the laws of the State of Arizona.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM

A. Initial Term

Initial term of the Agreement shall begin on July 1, 2015 and end on June 30, 2016 unless terminated sooner pursuant to the provisions hereof.

B. Option to Extend

The Court may exercise its option to extend the term of this Agreement for five (1) one year periods, beginning on July 1, 2016 after giving thirty (30) days prior written notice to the City.

2. COURT STAFF TRAINING: SCOPE AND PURPOSE

A. Participating Courts

The Court shall provide an Automation and Training Coordinator (hereafter referred to as a “Field Trainer”) for all courts and court departments in Yuma County, including, but not limited to: Superior Court, Clerk of the Court for Superior Court, Justice Courts, Precincts #1, 2, and 3, and municipal courts in Yuma County, including San Luis Municipal Court in order to provide training for automation systems and business practices.

B. Office Space and Supplies

The Court shall provide facilities, including furnished office space, and computer support for the Field Trainer. Incidental Supplies, e.g. pens and paper will be supplied to the Field Trainer, as needed by participating courts, including San Luis Municipal Court. Each participating court will also use their best efforts to make available to the Field Trainer, other reasonable training aids as requested by the Field Trainer.

C. Training Schedules

The Field Trainer is a regular employee of the Court who is supervised by the Court Information Services Manager. The Court Information Services Manager will maintain a schedule of training and in consultation with the Field Trainer determine the applicability of certain training for various courts in Yuma County. A training schedule for San Luis Municipal Court will be determined by the Court Information Services Manager and the municipal Court Administrator.

D. COJET

The Court Information Services Manager shall ensure that the Field Trainer maintains appropriate records of training and COJET (Committee on Judicial Education and Training) hours earned by court employees. The Field Trainer will ensure that the COJET coordinator for each court received notification of COJET hours earned by court employees and certification of training conducted by the Field Trainer.

E. Coordination between City and Court

The courts and court departments referred to above, including Superior Court in Yuma County, Clerk of the Court for Superior Court, Justice Court, Precincts #1, 2 and 3, and municipal courts in Yuma County are authorized to work together to develop cooperative training and professional development for all court personnel

in Yuma County, and to coordinate activities, procedures, policies, schedules, personnel and other matters to ensure effective training and professional development of court personnel.

3. FUNDING

A. Court and AOC

The Field Trainer is funded in part by the Commission of Technology from funds appropriated from the Judicial Collection Enhancement Funds (“JCEF”) and by the Court. The Court provides fifty percent (50%) of the funding of the Field Trainer from Fill the Gap revenues, based on the final budget as approved by the Administrative Office of the Courts.

B. Municipal Court

The City will provide partial funding for the Field Trainer through local JCEF revenues as approved by the Administrative Office of the Courts. The City agrees to pay ONE THOUSAND DOLLARS (\$1000.00) of the total personnel costs of the Field Trainer as reflected on the Field Trainer application budget. If local JCEF funds in the account of the City are not adequate or available for any reason, the City will not be responsible to continue its partial funding of the Field Trainer.

C. Payment

The City agrees to pay the Court ONE THOUSAND DOLLARS of the proposed budget for personnel costs (salary and ERE’s) of the Field Trainer. The Court will provide the City with a copy of the approved budget that reflects the City’s share of the personnel costs of the Field Trainer for fiscal year 08-09. The City agrees to pay to the Court, within thirty (30) days of receipt of the approved budget, the sum of ONE THOUSAND DOLLARS (\$1,000.00) which amount represent the City’s share of the Field Trainer’s personnel cost identified in the Field Trainer application budget.

4. AUDIT OF RECORDS

Pursuant to A.R.S. §§35-214 and 35-215, the parties to this agreement shall retain and shall contractually require each subcontractor to retain all data, books, and other records (“records”) relating to this agreement for a period of five (5) years after completion of the agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the parties shall produce the original of any or all such records.

5. AMENDMENTS AND INTEGRATION

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. No amendments or modifications of this agreement or any terms hereof will have any force or effect unless such amendments or

modifications are approved in writing by the San Luis City Council and the Presiding Judge of Superior Court in Yuma County.

6. DISPUTE RESOLUTION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

7. NON-AVAILABILITY OF FUNDS

The payment obligations of the parties to this agreement are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the Court or the City at the end of the period for which funds are available, provide however that one party has given to the other party, at least thirty (30) days prior written notice of the unavailability of funds. No liability will accrue to the Court or the City in the event this provision is exercised, and that neither party will be obligated or liable for any further payments for any damages as a result of termination pursuant to this paragraph.

8. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the Court may, within three (3) years after its execution, cancel any agreement, without penalty or further obligations, made by the Court if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Court is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision will be effective when written notice of the cancellation from such party is received by other parties to the agreement unless the notice specifies a later time.

9. NON-DISCRIMINATION

The parties to this agreement shall comply with Executive Order 99-4, which mandates that all people, regardless of race, color, religion, sex, age, national original or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religions, sex, national origin or disability.

10. DISPOSITION OF ASSETS

All property acquired during the performance of this agreement, including but not limited to computer equipment, instructional materials, books, etc. will become the property of the Court.

ACCEPTED AND AGREED:

SUPERIOR COURT IN YUMA COUNTY

THE CITY OF SAN LUIS

\_\_\_\_\_  
Hon. John N. Nelson  
Presiding Judge

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Attorney General  
Office of the Attorney General

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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



## AGENDA ITEM REVIEW FORM

### Work Session

2.1.

**Meeting Date:** 09/06/2017

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

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

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding a Notice of Intent of a possible surcharge on San Luis Lane between 5<sup>th</sup> and 6<sup>th</sup> Avenues for water service. **(Kay Marion Macuil, City Attorney)**

### SUMMARY:

Recently, residents on San Luis Lane have come to the city asking that the city do something about the high temperature of the water. This summer the city has responded with frequent flushing of the lines, but that did not result in a satisfactory solution.

In response to earlier resident concerns, the city paid for a study to be done which did show that San Luis Lane has extremely hot water. The cause was low flow in the main (the main on San Luis Lane dead-ends at the end of the cul de sac), shallow service lines, and the biggest jump in temperature was from outside to the inside where copper lines went to an uninsulated attic before going to the taps. Copper is an excellent conductor of heat.

As explained in the July 6, 2017, San Luis City Attorney Opinion, there is no legal requirement that the city control water temperature. A city can only pay out on claims that are legally enforceable. Due to the Arizona Constitution prohibition on cities spending money on individuals and staff and Council's fiduciary duty to protect the public treasury for public purposes, the residents of San Luis Lane would have to pay for any infrastructure changes. The changes only would benefit the 18 households on San Luis Lane, not the city as a whole.

Eulogio Vera, Director of Public Works, studied the matter and found the most likely way to increase flow would be to connect the San Luis Lane main line to a line servicing a nearby apartment complex. It is unknown whether this will actually lower the temperature of the water or increase the flow of any appreciable amount. Also, since the water temperature increases most from the outside to the inside, even if the flow increases, it may not lower the temperature very much if at all.

Mr. Vera also did a rough estimate of the cost for the project of about \$15,000.00. To estimate the surcharge per month for 3 years would be the estimated \$15,000.00 divided by 18 houses divided by 36 months (3 years) the surcharge would be \$23.15 per month. A.R.S. §9-511.01 (D) requires that the surcharge be "just and reasonable." This formula of the cost divided by 18 houses divided by 36 months is just and reasonable. If approved to go forward, Public Works could get quotes for the best price for the project then of course divide that number by 18 houses and 36 months to calculate the surcharge.

Staff invited the residents of San Luis Lane to discuss the matter at a meeting on August 29. There are 18 houses on San Luis Lane and 13 households were represented and 9 of those present indicated by

sworn affidavits that they understood the risk, that they would have to pay the cost and they still wanted the city to put in the line to try to increase the flow. A tenth household later contacted the city that they wanted to go forward as well.

With this much support for the project, the item is brought to Council to start the process to determine whether a surcharge will be imposed on San Luis Lane as part of their water bill to put in the line.

The first step for Council under A.R.S. §9-511.01(A) is to adopt by motion at a regular council meeting a notice of intent to impose a surcharge and set a date for a public hearing. Due to the notice requirements and the Thanksgiving Day holiday, staff is recommending the public hearing be set December 13, 2017.

The public hearing will give the residents of San Luis Lane an opportunity to express their views on whether or not to impose the surcharge and go forward with the project before City Council decides whether or not to do it.

The Notice of Intent of Possible San Luis Lane Surcharge is attached to this agenda item.

**RECOMMENDATION / SUGGESTED MOTION:**

**Discussion and possible directions to staff only, no action.**

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

San Luis Lane Affidavits and related documents will be provided at the meeting.

**Document to be Recorded?:** Yes

N/A

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A

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

This item is to adopt a notice of possible surcharge and to set the public hearing. It is estimated that the cost to put in the proposed infrastructure may be \$15,000 which the city would recover over a 3-year period with a surcharge.

---

**Attachments**

Notice of Intent  
Report in support of surcharge  
City Attorney Opinion - 2016-07  
Hot Water Study

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## **NOTICE OF INTENT OF POSSIBLE SAN LUIS LANE SURCHARGE**

PLEASE TAKE NOTICE that that the City of San Luis, Arizona is considering a possible surcharge to the water rates or rate components, fees, or service charges, for the residents of that portion of San Luis Lane east of Fifth Ave. and has set a date for public hearing on the proposed changes for December 13, 2017 at 7:00 p.m. at the Council Chambers of the City of San Luis, 1090 E. Union Street, San Luis, Arizona, 85349. A copy of a written report supporting the proposed changes is on file with the City Clerk of the City of San Luis and is available to the public upon request to the City Clerk. Council may take action regarding possible changes in rates, rate components, fees, or service charges for San Luis Lane on or after December 13, 2017.

August 30, 2017

Report on Proposed San Luis Lane Water Surcharge

From Eulogio Vera, P.E. and Public Works Director of the City of San Luis

Complaints have been received from residents of the cul-de-sac known as San Luis Lane east of Fifth Ave. in San Luis, Arizona. This area is comprised of 18 single family homes and 18 accounts for water service. The complaints are of high temperature water during the summer months. The water is potable and meets all known safe drinking water standards. The location, design, and construction of the water main in San Luis Lane serving these homes meets Arizona Department of Environmental Quality Standards. The line currently is a "dead end" line. It is proposed to connect this line to the line connecting to the apartments directly to the east of this portion of San Luis Lane thereby eliminating the "dead end" nature of the line in San Luis Lane. It is hoped that by such connection water flow will be such as to drop water temperature. Such a drop, if any, is not guaranteed. This is an improvement not generally offered to rate payers of the water system of the City of San Luis and therefore becomes an improvement solely for the benefit of and at the request of San Luis Lane. San Luis Lane residents have indicated that they are willing to pay for this improvement.

At this time the engineer's cost estimate to construct this proposed improvement is \$15,000.00. The City proposes to construct this improvement and recover these sums by a surcharge to be imposed on the accounts of said 18 homes over a period of three years beginning on the next billing cycle following adoption of the surcharge. This surcharge is in addition to all other charges for water service as may be adopted by the City of San Luis. The monthly charge will be a formula of cost of improvement divided by 18 divided by 36. As an example, \$15,000 divided by 18 divided by 36 = \$23.15. If the cost was \$15,000 the surcharge would be \$23.15 for said 36 month period. It is intended that the surcharge will remain in effect on each lot on said portion of San Luis Lane for a full period of 36 months of water service. As an example, if a home ceases to be an active utility account for three months during the period of surcharge, the surcharge will be suspended during the period of inactivity and will pick up again when service is reestablished until such time as full 36 months of surcharge are paid.

RECEIVED

AUG 4 2016



Office of the City Clerk  
City of San Luis, Arizona

# San Luis City Attorney

P.O. Box 1170 • 1090 E. Union Street • San Luis, AZ 85349-1170 • Telephone (928) 314-9117

## San Luis City Attorney Opinion

### Re: Water Temperatures at Frontera Estates, San Luis, Arizona

DATE: July 6, 2016  
TO: Honorable Mayor and Members of City Council  
Tadeo De La Hoya, Interim City Manager  
Ralph Velez, Consultant  
Eulogio Vera, P.E., Public Works Director  
From: Glenn Gimbut, Assistant City Attorney  
at the Direction of Kay Marion Macuil, City Attorney

=====

The Office of City Attorney was directed to research and write an opinion on the legal responsibilities for the City for water temperature experienced by homeowners in Frontera Estates and the legal options available to address perceived problems experienced by some of the homeowners in the subdivision.

This opinion will address why the City not only has no legal responsibility to address the perceived problem, but why it would be unconstitutional for the city to do so. That being said, the situation is not without a remedy if the homeowners themselves are willing to shoulder the financial costs involved. To understand the conclusions, one must first understand the facts.

### High Temperature Water

The complaint of homeowners Raul and Ana Lomeli are representative of the complaints being made. They are not alone, and their concern is typical. Because their complaints were put in writing, and are representative of the group of homeowners who are concerned about water temperatures, this opinion will refer to their specific

Memorandum

Re: Water Temperatures at Frontera Estates

July 6, 2016

Page 2

complaint. This is not to suggest that their complaint is not accurate. Rather this opinion assumes that what they are reporting is in fact true.

In a letter dated September 24, 2014 Mr. and Mrs. Lomeli reported that they were experiencing water temperatures during the months of June, July, August, and September as high as 99.8 degrees to 103.1 degrees at the tap at their house. They decided that this was the fault of bad decision making at the City. As a result they wanted "something" done.

In response the City had a study conducted concerning water temperature prepared by Nicklaus Engineering, which resulted in a written report dated July, 2015. This study, hereinafter referred to as the "NEI report", confirmed the complaint of Mr. and Mrs. Lomeli. It confirmed that water at the tap could be as high as 116 degrees at the tap after flushing for two minutes. But the report also noted how their home was constructed. Service to the home was connected to the main using copper pipe. As a construction material, copper will conduct and transfer heat better than other types of piping. The service pipe was set in the ground at a depth higher than the main. The main was set at a 4 foot depth. The water service was set at a depth of two feet. At the time the water temperature hit 116 degrees at the house, ground temperature, which would impact the temperature of the water, at the water main, was only 75 to 78 degrees. Ground temperature at the 2 foot depth was 84 degrees. This means the rise in height of the depth of the pipe contributed to an increase in water temperature alone. Using copper pipe insured this increase in temperature. All of these depths and the use of copper meet the following legal standards of construction: Arizona Department of Environmental Quality; Arizona Department of Water Resources; Yuma County Public Works Standards; City of Yuma Public Works Standards; and Maricopa Association of Governments Public Works Standards.

Piping from the meter, through the home, and to the tap was by what is a local standard method of construction which is to take piping up the side of the home, through the roof, dropping down to the "stacks" where the connections to kitchens, bathrooms, laundry, etc. are placed. Sometimes the piping material is PVC, sometimes (in older homes) it is iron piping, and sometimes (like some of the residences in Frontera Estates) it is copper. Once again copper is a material which will transfer heat in a more efficient manner than PVC. Taking the water through a hot roof during the summer in Arizona accounts for upwards of a fifteen degrees increase in water temperature as will be discussed later in this memorandum

Construction standards for the plumbing of a home are governed by plumbing codes. The City uses the national standard, the 2006 International Plumbing Code ("IPC"). This code was developed by the International Code Council and the International Plumbing Code Development Committee. It is a standard set of regulations adopted throughout the United States of America to provide minimum standards to safeguard public health and safety by "regulating and controlling the

Memorandum

Re: Water Temperatures at Frontera Estates

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design, construction, installation, quality of materials, location, operation, and maintenance or use of plumbing equipment or systems." (Sec. 101.3 2006 IPC). The plumbing code allows for piping to come down from the roof. Because the water pipes circulate through the roof, it is like sending the water through a hot oven. By all reports from professional engineers, this has significant impact on the experienced water temperatures. The design of the house could have been to 1) have the water pipes and "stacks" come up from the floor instead of the roof. (This is the type of construction that occurs in colder climates where freezing water pipes is a concern) or it could have been to: 2) provide for special insulation around the piping to protect against heat transfer from a hot roof to water in the pipes. Neither ADEQ standards nor the IPC require the piping to be constructed such as to prevent water from becoming superheated due to the environment, nor do they provide for special insulation. Maybe it should. But these are not the standards that exist today, and were not the standards that existed at time of plan review.

Also contributing to the heat in the water was the lack of circulation of the mains due to the streets being a cul-de-sac. Mains sitting just four feet deep under an asphalt street without water circulating, but rather sitting in the pipes gaining heat transfer, adds to the problem as well. According to the NEI report water in the "dead end" mains was around 96 degrees and at the very end of the mains as high as 102 degrees.

Water temperature at the hydrant near the Lomeli house, which would be reflective of the temperature at the meter, was on average 91 degrees after a two minute flush. Water at hydrants which were not on a "dead end" main were only 83 degrees after a two minute flush. This means 8 degrees of increased temperature can be explained by the mains being "dead end" and not looped and sitting at a depth of 4 feet. (The lower the main in the soil the cooler the soil and less heat transfer.) ADEQ standards and all known public works standards, then and now, allow for such a "dead end" main to exist at that soil depth. Having a looped main and having it at a lower depth would have increased cost to the developer without increasing the market for the lots in the subdivision. Obviously the developer did not want to spend money that it was not legally required to do.

It would appear that at least 8 degrees can be explained by placement of mains in four feet of soil on a "dead end" main, versus existing in a true looped system, and upwards of 15 degrees can be explained due to the design and construction of the house. It is undisputed that once water passes the main and into the tap which serves the house, that is the legal responsibility of the homeowner. All construction impact described above involves design and construction after the meter. No one has ever disagreed that construction after the meter is the sole responsibility of the property owner, and such piping is not, and never has been, part of the utility system of the City.

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From a factual standpoint, as shown by the NEI report, changing the water mains in the street could impact water temperature by as much as 8 degrees, and changing house construction could impact by as much as 15 degrees. If the water temperature experienced by Mr. and Mrs. Lomeli dropped by 23 degrees, this author is certain that this would solve the problems that they have complained about.

### **Legal Process of Plan Review**

When plans for a subdivision are brought in for review, the construction plans are reviewed for the standards of ADEQ, ADWR, Yuma County Public Works Standards, and, for water and sewer work, City of Yuma Public Works Standards since Yuma County Public Works Standards do not deal with those topics per se. The public works standards of both Yuma County and the City of Yuma are based on the Maricopa Association of Governments ("MAG") standards, which are the 'gold standard'. As a result since the plans met all known standards, they were approved, and the City of San Luis Department of Development Services did its job, and did it correctly. The City of San Luis is actually prohibited from having standards that conflict with either ADEQ or ADWR. ADEQ regulates the type of materials of piping, size of piping, water pressure, standards for quality of water, depths and angles of piping, as well as other standards. Temperature of water is not regulated but because of the extent of regulation by the United States Environmental Protection Agency and ADEQ, the State and the Federal government have "occupied the field" and the City is legally prohibited from adopting any regulation that could be seen as a conflict with these standards, regulations, and laws, See *BNSF Ry. Co. v. Seats Inc.*, 237 Ariz. 259, 349 P. 3d 1096, (Ct. App. Div. 1 2015); *Gade v. National Solid Wastes Mgt. Ass'n*, 505 U.S. 88, 112 S.Ct. 2374 (1992); *City of Phoenix v. Arizona Dept. of Environmental Quality*, 205 Ariz. 57674 P.3d 250 (Ct. App. Div.1 2003). See also A.R.S. §49-353.01. The "dead end" water mains as placed at a four foot soil depth meets these standards, and the City lacked the legal power to not approve proposed construction that met the law as it existed at that time.

City staff may not make up standards as it goes along. It may not, legally, apply standards or rules that do not yet exist. Review of subdivision plans must be in accordance with already adopted standards. If the subdivision plat meets those standards, the city may not deny approval. See 8 McQuillin Mun. Corp. § 25:132 (3d ed.); *Projects American Corp. v. Hilliard*, 711 S.W.2d 386 (Tex. App. Tyler 1986); *Tony Ashburn & Son, Inc. v. Kent County Regional Planning Com'n*, 962 A.2d 235 (Del. 2008); and *People ex rel. J. C. Penney Properties, Inc. v. Village of Oak Lawn*, 38 Ill. App. 3d 1016, 349 N.E.2d 637 (1st Dist. 1976).

Likewise with building permits. When an application meets all known codes, the city lacks the power to deny the building permit. 17 McQuillin Mun. Corp. § 51:59 (3d ed.); *Sgromolo v. City of Asbury Park*, 134 N.J.L. 195, 46 A.2d 661 (N.J. Sup. Ct. 1946);

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*Allenbach v. City of Tukwila*, 101 Wash. 2d 193, 676 P.2d 473 (1984); and *Roberts v. City of Bethany*, 1977 Ok Civ App 42, 668 P.2d 350 (Ct. App. Div. 1 1977).

Since the subdivision plat met all known laws, standards, and regulations in existence at time of application, and the building permit application for construction of the house met all known laws, standards, and regulations at time of application, and nothing presented by either the complaint of the residents, the petition presented by the residents, nor the NEI report presents any facts to dispute those conclusions, the Department Development Services acted properly in recommending approval of the subdivision plat, and approval of building permits.

### **Temperature as an "Aesthetic"**

The City's legal duty on delivery of water is to deliver potable water that meets the standards of the Clean Water Act and other health regulations as enforced by ADEQ. There is no legal duty to deliver a particular kind of water beyond these legal requirements.

As is stated in 19 McQuillin Mun. Corp. § 53A:18 (3d ed.):

"The Safe Drinking Water Act of 1974 and its amendments (SDWA) authorizes the Environmental Protection Agency (EPA) to regulate tap water contaminates and also authorizes state programs with standards at least as strict as the SDWAs. Under the SDWA, primary drinking regulations apply only to public water systems, including those providing piped water for human consumption if the system has at least fifteen service connections or regularly serves at least twenty-five people. The SWDA also applies to collection, treatment, storage and distribution facilities mainly used in connection with such systems that ultimately supply water to consumers.

The act authorizes National Primary Drinking Water Regulations (NPDWR) that specify maximum contaminant levels with possible adverse effects on human health. Both natural and man-made contaminants are covered. The SWDA mandates direct public notification by owners or operators of public water systems failure to comply with applicable maximum contaminant levels or treatment technique requirements and monitoring."

The City made contact with Donna Calderon with ADEQ. Ms. Calderon confirmed that the temperature of water is not a matter which is regulated by the Safe Drinking Water Act nor any other regulation enforced by ADEQ. Again the City's legal duty is confined to providing water that meets these regulations. It has done so, and

continues to do so. It is not unsafe in the eyes of these known governmental health and safety regulations. As a result the desire to have the city provide cooler water, is what is known as an "aesthetic" or something that is attractive or appealing, not something that is required under the law. Since this is a matter of an aesthetic nature, not something that is required or covered by the Safe Drinking Water Act, it is not a matter that can legally be supported at the cost of the other utility rate payers of the City of San Luis.

### **Fiduciary Duty of City Officials – Anti-Gift Clause of the Arizona Constitution**

Article 9, Section 7 of the Arizona Constitution states:

Neither the state, nor any county, city, town, municipality, or other subdivision of the state shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation, except as to such ownerships as may accrue to the state by operation or provision of law or as authorized by law solely for investment of the monies in the various funds of the state.

This provision has become known as the Anti-Gift Clause of the Arizona Constitution.

As stated by the Supreme Court of North Carolina in *Lette v. County of Warren*, 341 N.C. 116, 462 S.E.2d 476 (1995) at page 479 a "... municipality cannot lawfully make an appropriation of public monies except to meet a legal and enforceable claim, and cannot make payment upon a claim which exists merely by reason of a moral or equitable obligation, which a generous, or even a just, individual when dealing with his own moneys, might recognize as worthy of some reward."

Without a known legal duty to provide a particular water temperature, and the construction of the subdivision, including the placement of mains and the use of "dead end" mains, and the construction of the home meeting all known standards and laws, provision of something else becomes an expenditure not for a legal and enforceable claim, but one that is a "...donation or grant, by subsidy or otherwise to [an] individual..." in violation of the Anti-Gift Clause. As a result, if something is to be done to change the infrastructure to change the water temperature, it can only be done at the cost and expense of the individual or individuals who desire it.

Further, any payment or expenditure in violation of the Arizona Constitution would be in breach of fiduciary duty, meaning the members of the Council that approved this as well as staff members who approve payment, would be subject to potential personal liability. They would not enjoy legislative immunity, since there is no immunity

for decisions at an operational level. See *Schable v. Deer Valley Unified Scholl Dist.* No. 97, 186 Ariz. 161, 920 P.2d 41 (App. Div. 1 1996).

### **Community Facilities District**

The City of San Luis has formed a community facilities district for Frontera Estates. A community facilities district has the power to construct infrastructure and issue bonds paid by special lien assessments on the real property in the district. As a result, if the homeowners themselves were willing to have their land subject to special lien assessments, it might be possible to use this special district to dig up the streets, reset the mains to a lower depth, loop the water systems, reconnect the properties, and replace the streets. Again the homes themselves would end up being subject to a special tax assessment to pay for this. Since the homeowners themselves would be paying for the improvements that they desire, which for the reasons set forth above are improvements beyond the requirements of law, it would not be a violation of the Anti-Gift Clause. But it would be very, very expensive.

### **Home Construction**

Any work needed to the affected homes to change the water pipes to a material less conducive to the transmission of heat; to supply water in a manner that does not involve piping dropping down from the ceiling, or involves insulating the pipes, because it is the legal responsibility of the property owner, must be done solely at the expense of the property owner, otherwise, once again, it would be an unconstitutional violation of the Anti-Gift Clause.

### **Conclusion**

The city is not unsympathetic to the issue raised. But it is beyond the power of the city to address it using the public purse. Only at the cost of the homeowners themselves can something be done.

Kay Marion Macuil

*Kay Marion Macuil*  
San Luis City Attorney

# Temperature Data Collection

## City of San Luis Water Distribution Network

**Prepared for:**

City of San Luis Public Works Department  
Eulogio Vera, P.E.  
Director of Public Works

**Prepared by:**

Nicklaus Engineering, Inc.  
1851 West 24th Street  
Yuma, Arizona 85364

**July 2015**



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## 1. Introduction

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The City of San Luis Public Works Department has retained the service of Nicklaus Engineering, Inc. (NEI) to collect temperature data on portions of the San Luis water distribution network that experience high water temperatures during the summer. According to public works staff, affected residents have stated that temperatures at their tap can reach temperatures well over a hundred degrees Fahrenheit for long periods of time. The purpose of the data collection was to gain a better understanding of the scope of the problem and to see if patterns emerge from the data that may hint at viable solutions. The scope of the initial phase of this data collection was a small trouble area of the distribution network known to be an area that experiences elevated temperatures.

## 2. Data Collection

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Data was collected over a three day period starting July 6, 2015 and ending July 8, 2015. Temperature was measured at various locations in the network at two times per day, once in the morning at approximately 8AM and once in the evening at approximately 4PM.

The locations where the data was collected can be found on the Temperature Sampling Map (Attachment A). The trouble area selected for the study included two streets both ending in a cul-de-sac in the Frontera Estates Subdivision: Washington Lane and San Luis Lane. Samples were collected systematically in order to map how the temperature changes as the water makes its way through the distribution network. The data was first collected at Well Site #3, the closest water source to the trouble area, and was collected at various hydrants along the loop feeding the trouble area. Additionally, samples were taken at Well Site #2 which is the next closest water source. Then, samples were collected on the dead end mains at the end of each cul-de-sac. Finally, samples were taken at various residences within each cul-de-sac; one from an outside hose bib, and one inside at a bathroom faucet. Every attempt was made to collect samples at the same locations for the three day period. However, if a resident was not available another residence was sampled.

At each location, water was collected in a beaker and measured with a laboratory quality digital thermometer. The initial temperature was collected immediately upon opening the valve and filling the beaker, and another sample was taken after letting the water flow for two minutes.

### 3. Analysis

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The collected data can be found summarized on the Temperature Sampling Map (Attachment A). Here, the average temperatures for the test period are shown at each of the sample locations. Additionally, the average ambient air temperature, average soil temperature at a depth of four inches, and the average soil temperature at a depth of twenty inches is shown for comparison. These temperatures were taken from the Yuma South station of the Arizona Meteorological Network maintained by the University of Arizona. Additionally, a water main temperature range is shown. This range is estimated from the samples along the main closest to a given location. As can be seen from the map, the water leaving Well Site #3 is estimated to be between 78°F and 84°F. Then as it heads toward Well Site #1 and the loop feeding Washington Lane and San Luis Lane it increases to be between 84°F and 90° F. Finally, as the water enters the dead end mains on the two cul-de-sacs it jumps again to be between 90°F and 96°F, with the very end of the mains increasing to be between 96°F and 102°F.

In the Location Temperature Data (Attachment B), the temperature data at each location for each sample time is graphed along with the nearest hydrant temperature, ambient air temperature, four inch soil temperature, and twenty inch soil temperature. Additionally, the average of these temperatures over the sample period is also graphed. In reviewing this data and the associated map, the following observations can be made:

#### **Well Site #3**

The water at Well Site #3 is relatively isolated from the large daily temperature swings in both ambient air and soil temperatures. This is as expected as the water entering the treatment system is at an approximate ground water temperature between 72°F and 75°F, and the large volume of stored water in the storage tank helps to keep that temperature from rising too rapidly. The entire treatment and storage process only increases the temperature three to six degrees.

#### **Well Site #1**

The water at Well Site #1, while isolated from the large daily temperature swings, is much warmer than the water leaving Well Site #3. This well site has a much smaller storage tank that can heat up much more rapidly. Additionally, there is a possibility that the well site wasn't in operation during afternoon sampling. The average temperature leaving this well site is 87°F which close to the temperature of the entire loop feeding the trouble area.

### **B St. & 5<sup>th</sup> Ave.**

Sampling at this location dramatically shows the heating that can take place in a dead end line connected to a hydrant, valve, or other such appurtenance. The average initial temperature at this location is 104°F, however after a two minute flush the temperature drops down to the line temperature of 83°F. This twenty degree swing in temperature can be understood by looking at drawing 5-120 of the Public Works Standards for Yuma County, Volume 1. This drawing shows the typical fire hydrant layout that can be expected throughout the City of San Luis. As the drawing depicts, a steel fire hydrant is connected to a ductile iron pipe down to a ductile iron elbow before connection to another type of pipe material (PVC, ACP, RCP etc.). Steel has a thermal conductivity of approximately 50 Watts per meter per degree Kelvin (W/m K). The thermal conductivity of a dry soil is approximately 0.15 W/m K and the thermal conductivity of water is approximately 0.58 W/m K. This shows that as the hydrant is heated by direct exposure to the sun it will easily transfer that heat through the ductile iron pipe down into the water main, and into the water. Though the water main is at a depth of 42 inches and the likely soil temperature is only 75°F to 78°F, the pipe is conducting surface heat down to that depth where it conducts much more easily into the water than into the soil, effectively heating the water to very high temperatures. Not all of the hydrants tested show such a large swing in temperature. This may be due to the amount of water flowing past the hydrant etc. However, this example shows the primary means by which heat is entering the water main system.

### **San Luis Lane**

Sampling at this location again shows heating of the dead end hydrant line as the difference between the initial and two minute flush temperatures was as high as twenty degrees. Additionally, it shows that the estimated main temperature is higher on these dead end mains than is found out on the looped portion of the system.

### **1135 San Luis Lane**

This location is the most extreme example of service line heating found. Initially low temperatures within the house rise dramatically to 116°F in one case after a two minute flush. Running the tap for two minutes is not enough time to clear out the very hot water within the service line. Looking at drawing 5-150 and 5-151 of the Public Works Standards for Yuma County, Volume 1, it seems reasonable that this line could be heated to such an extent. The service is connected to the main with a copper pipe. Copper has a thermal conductivity of approximately 400 W/m K. This is very high as copper is an extremely efficient conductor of heat. If this line is made of another type of material with a much lower thermal conductivity, it is still possible for the water itself to conduct water down to the main and or service piping. The water service line then goes from a depth of 42 inches at the main to 24 inches over to the meter box where the soil temperature is approximately 83°F (as opposed to 75°F at the water main depth). The meter box is only 12 inches from the surface with the top of the meter only a few inches from the surface. Though not in direct sunlight, the temperature of the

meter housing can be expected to be very close to ambient. Then, depending on the construction, the service line travels to the house at a shallow depth. Additionally, if the water lines in the house travel through the attic rather than through the floor, the line remains at this elevated temperature resulting in a potential run of pipe of 80 feet or more. With this very long run of service line at very high temperatures, it could take well over two minutes to reach the temperature at the main which is already over 90°F.

## 4. Conclusions

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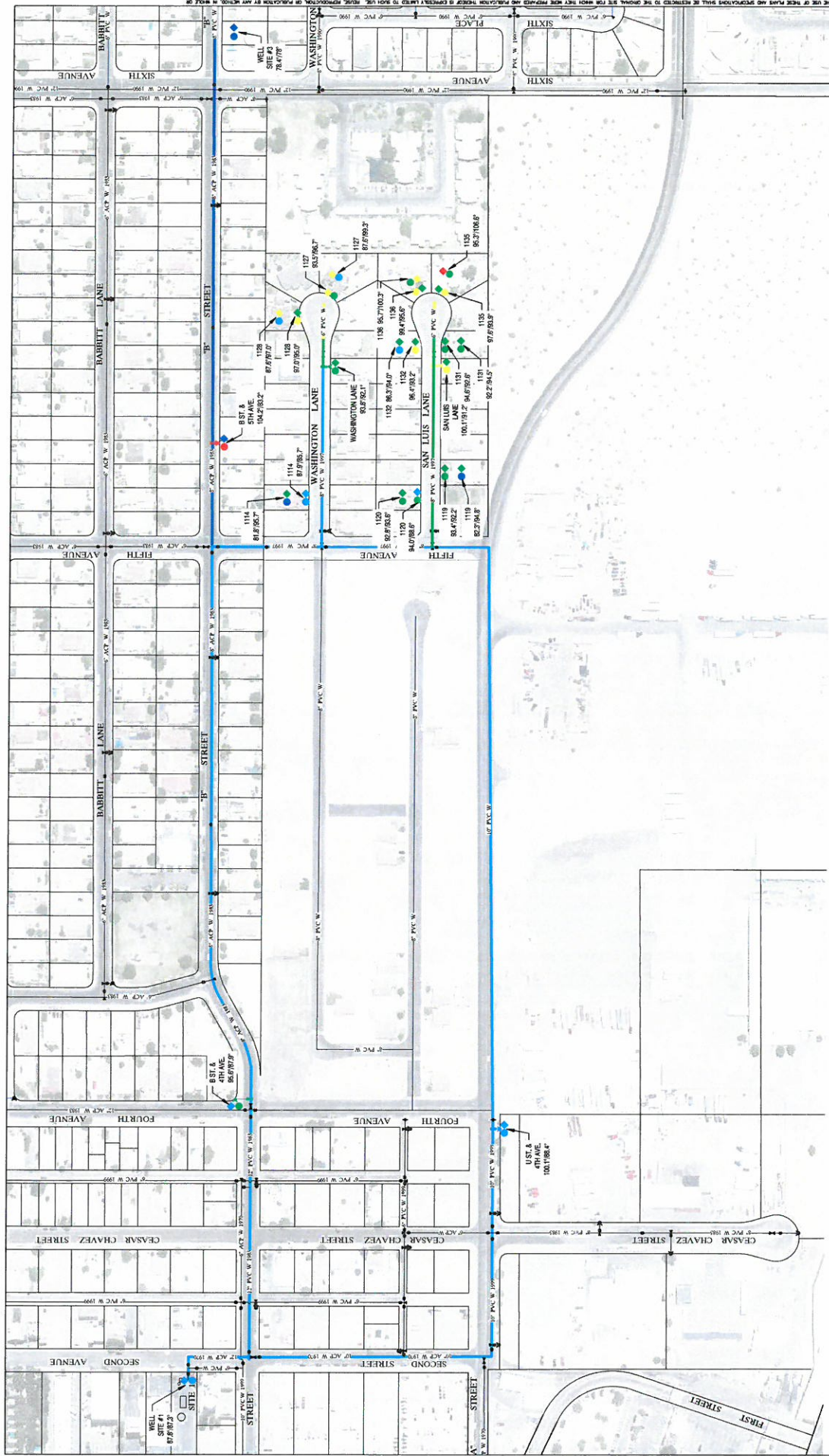
The temperature sampling shows that high temperature in the service lines feeding the houses is a significant problem. Temperatures at the tap of 116°F were recorded after flushing the line for two minutes. This water temperature is close to the recommended setting for a typical household water heater. These high temperatures are due to low flow water mains that are being heated through surface appurtenances, and water service lines that are shallow and connected to water meters located near the ground surface. In some residences, a two minute flush period is not sufficient to reduce the temperature to main line temperatures. If household water piping is ran through the attic, the length of service piping can greatly increase the amount of time it takes to get main line water temperatures.

If service line piping is constructed according to Yuma County public works standards, as is expected, the configuration is similar to what is used all over the state. Copper service taps at the main are standard practice, and the water meter box is set at a standard depth. Changes to these standards could be made to help keep these temperatures at lower levels. Eliminating dead end mains, keeping service line piping at water main depths, changing piping materials and insulating shallow service lines near the meters, and running household piping through the foundation rather than through the attic are all measures that may help to isolate the water system from high temperatures. The impact of any or all of these measures is difficult to quantify without further testing and analysis.

Moving forward, one avenue of investigation that could be pursued would be to pothole the service piping of one or more of these residences to determine the actual buried depth of the line. Also, an investigation to determine where the internal piping in the residence is run may be helpful. A pilot study can be conducted to modify the service piping of one or more of these residences to lower the pipe down to the water main depth, change the pipe materials as the line comes up to the meter, lowering and potentially insulating the meters and meter boxes, etc. In this way, the actual impact of these changes can be determined and appropriate useful changes to construction standards can be made.

## **Attachment A**

### Temperature Sampling Map



**San Luis Water System Temperature**

Temperature Sampling Map

SCALE: AS SHOWN  
 DATE: 05/20/2023  
 DRAWN BY: D.C.-J  
 CHECKED BY: D.C.-J  
 FILE NO.: 014-014  
 SHEET: 01

**Nicklaus Engineering Inc.**  
 1801 West 24th Street P.O. Box 6029  
 Vista, CA 92081  
 Email: info@neinc.com

**1**

**LEGEND**

TEMPERATURE RANGE	ESTIMATED WATER MAIN TEMPERATURE	AVERAGE INITIAL TEMPERATURE	AVERAGE 2 MINUTE FLUSH TEMPERATURE
78° - 84°	[Blue Line]	[Blue Dot]	[Blue Diamond]
84° - 90°	[Light Blue Line]	[Light Blue Dot]	[Light Blue Diamond]
90° - 96°	[Green Line]	[Green Dot]	[Green Diamond]
96° - 102°	[Yellow Line]	[Yellow Dot]	[Yellow Diamond]
102° - 108°	[Red Line]	[Red Dot]	[Red Diamond]

LOCATION NAME: 1119, 79/84°

AVERAGE INITIAL TEMPERATURE: 79/84°

AVERAGE 2 MIN. FLUSH TEMPERATURE: 79/84°

**NOTES:**

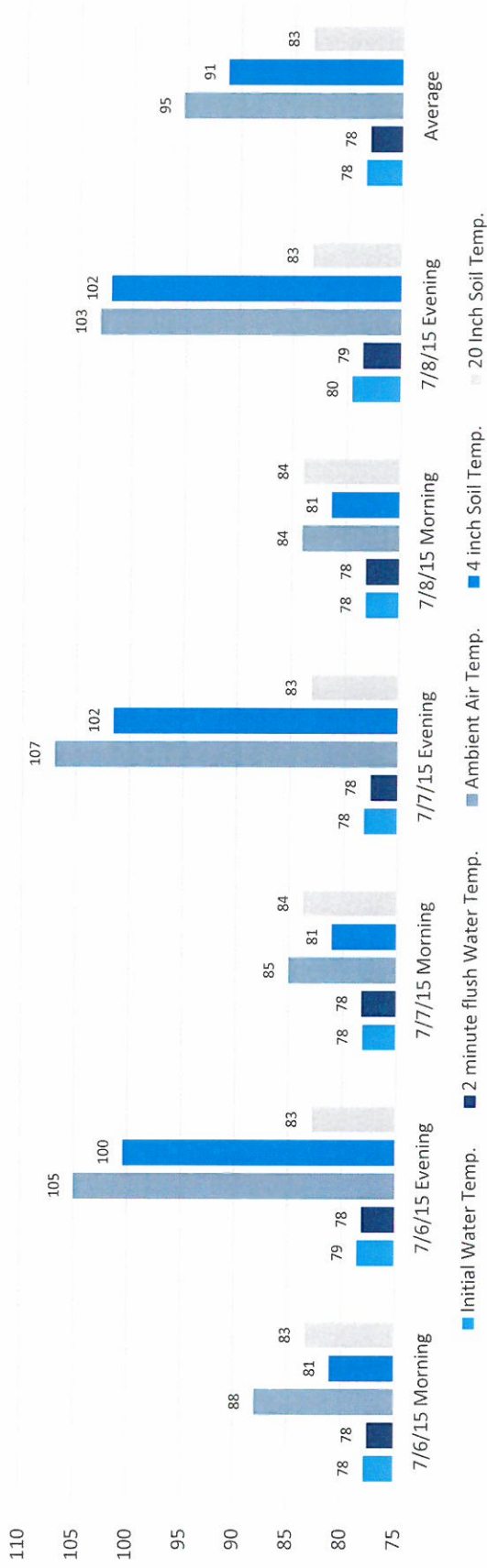
- AVERAGE AMBIENT AIR TEMPERATURE = 95°
- AVERAGE SOIL TEMPERATURE = 91°
- AVERAGE 20' SOIL TEMPERATURE = 83°

## **Attachment B**

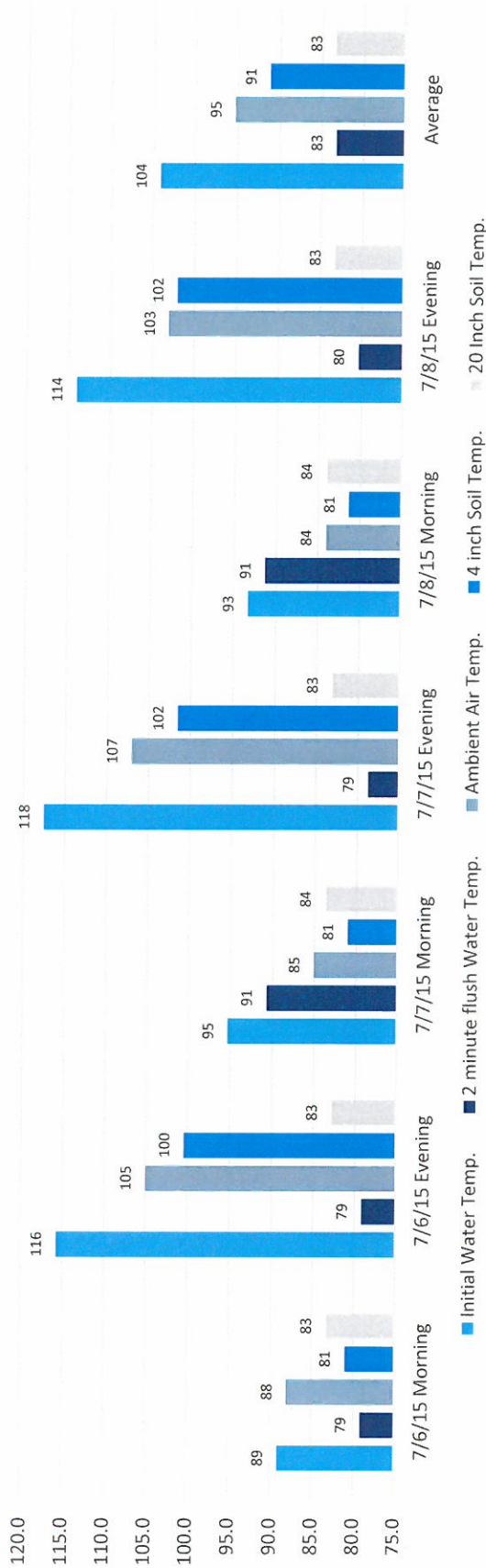
### Location Temperature Data

# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

Well Site #3

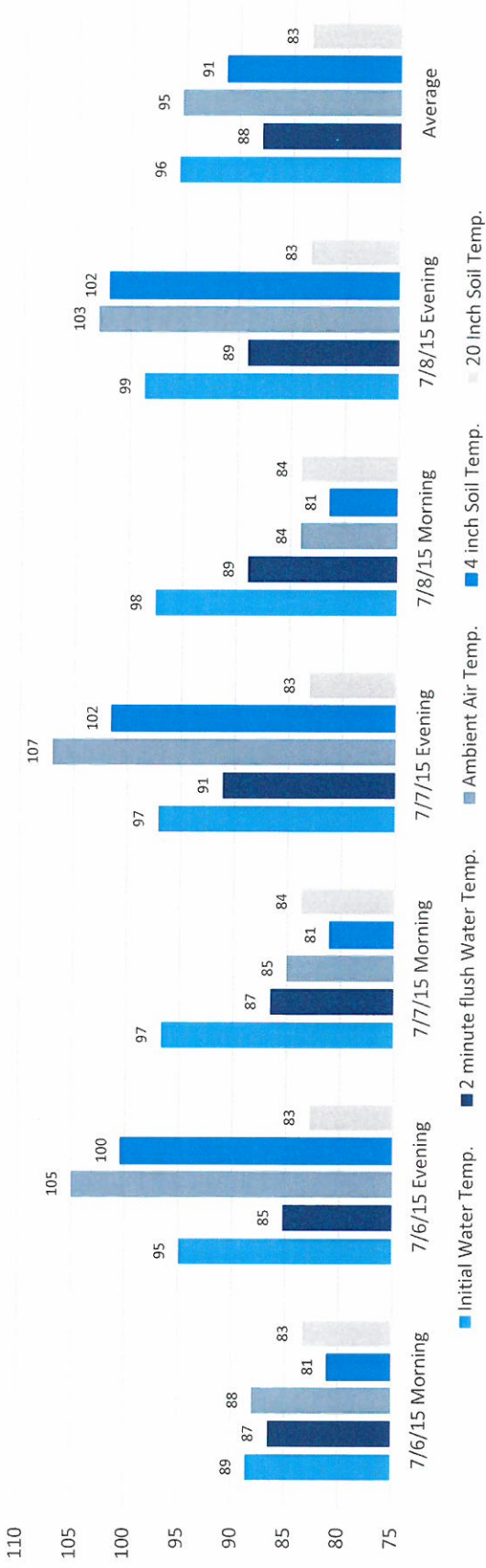


Hydrant: B St. & 5th Ave.

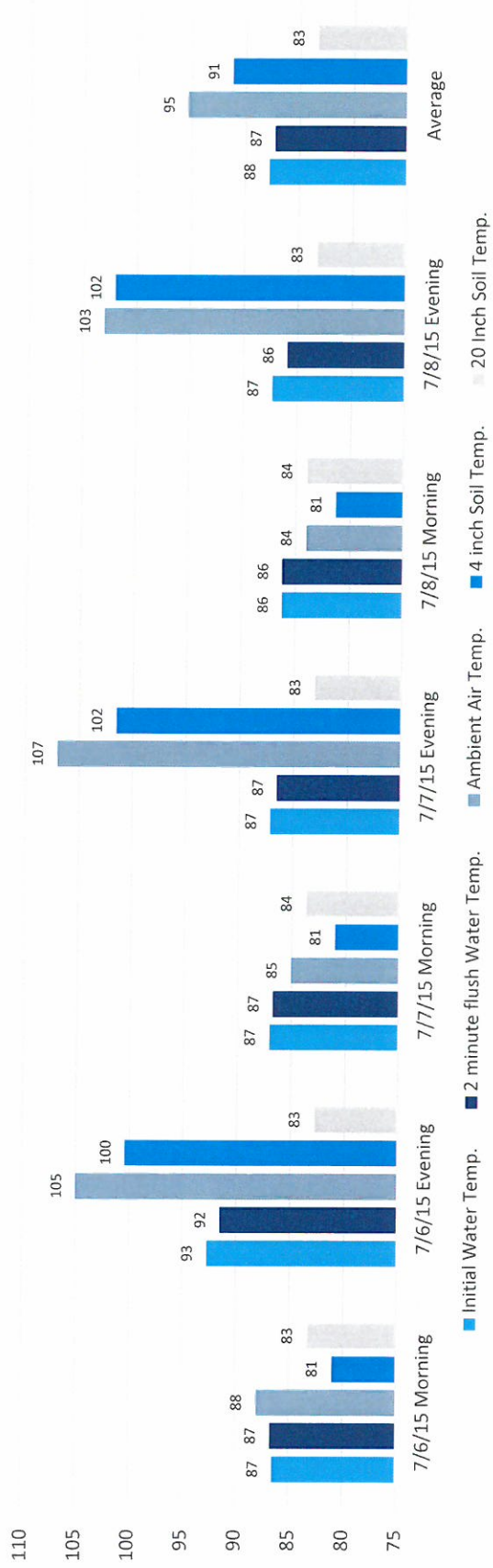


# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

Hydrant: B St. & 4th Ave.

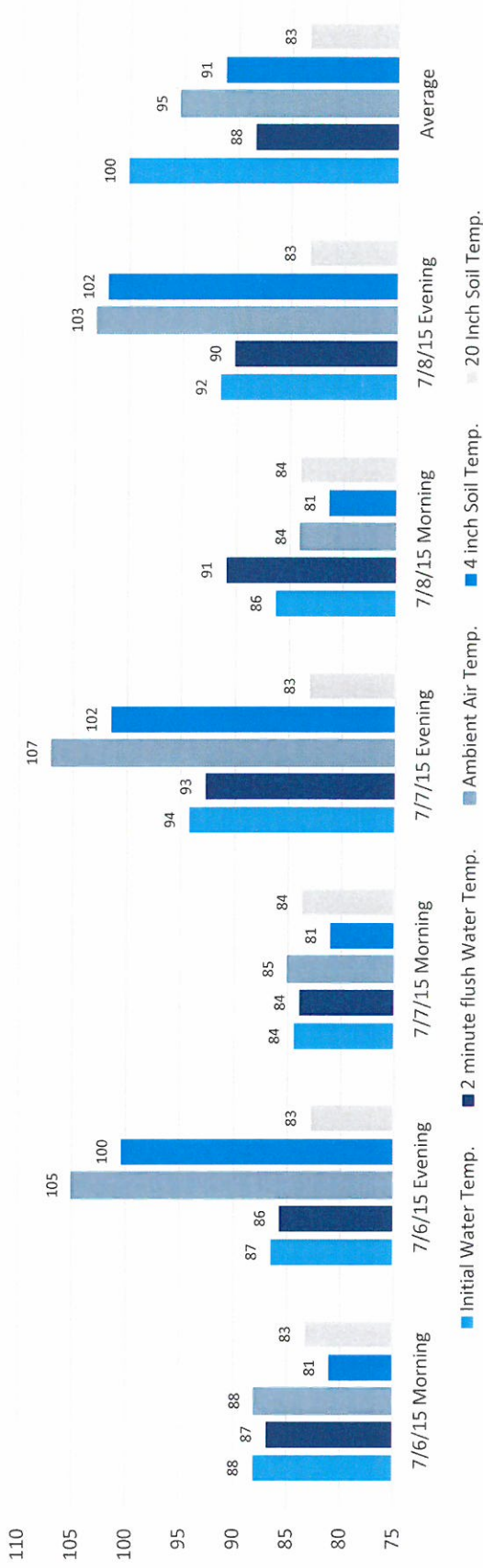


## Well Site #1

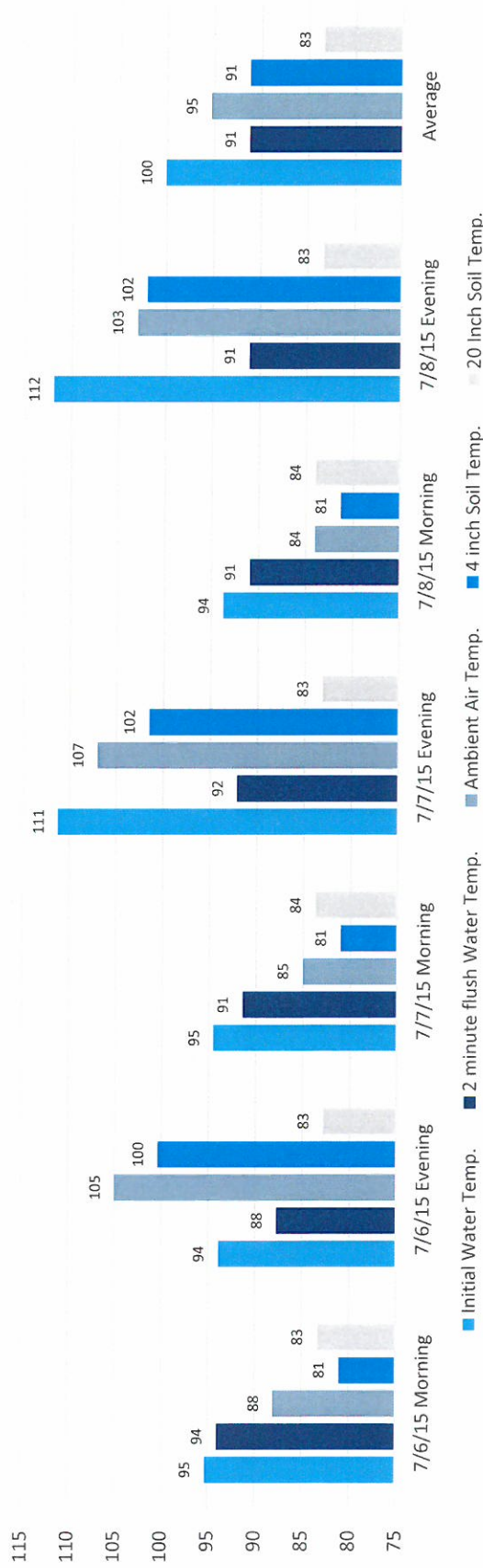


## San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

Hydrant: U St. & 5th Ave.

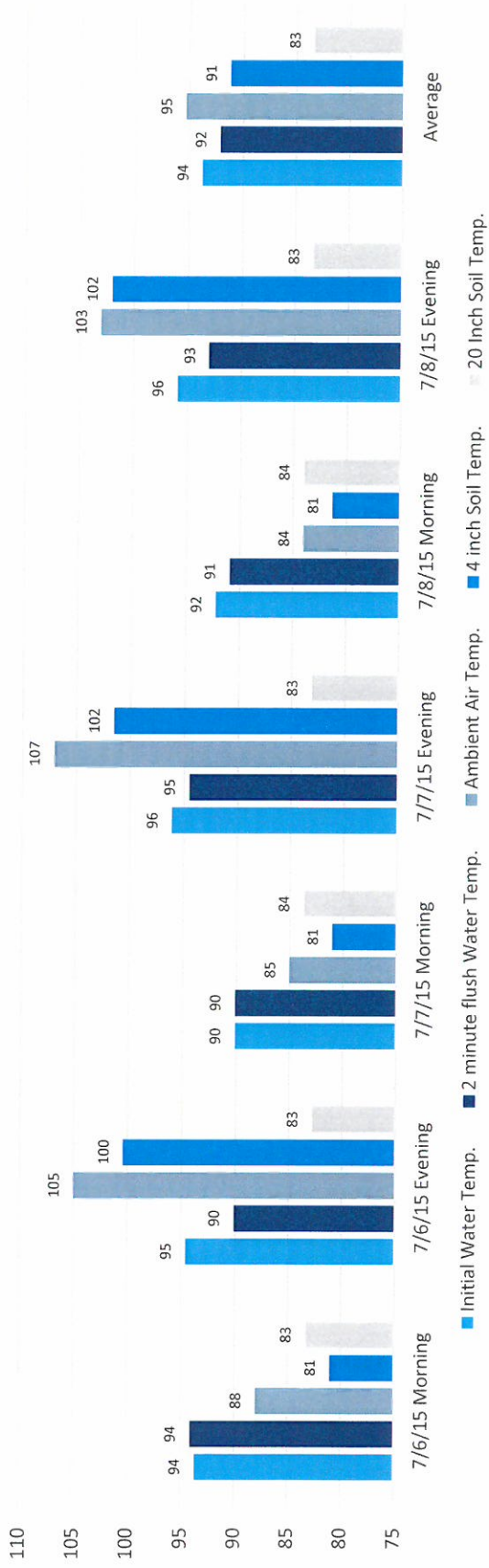


Hydrant: San Luis Lane



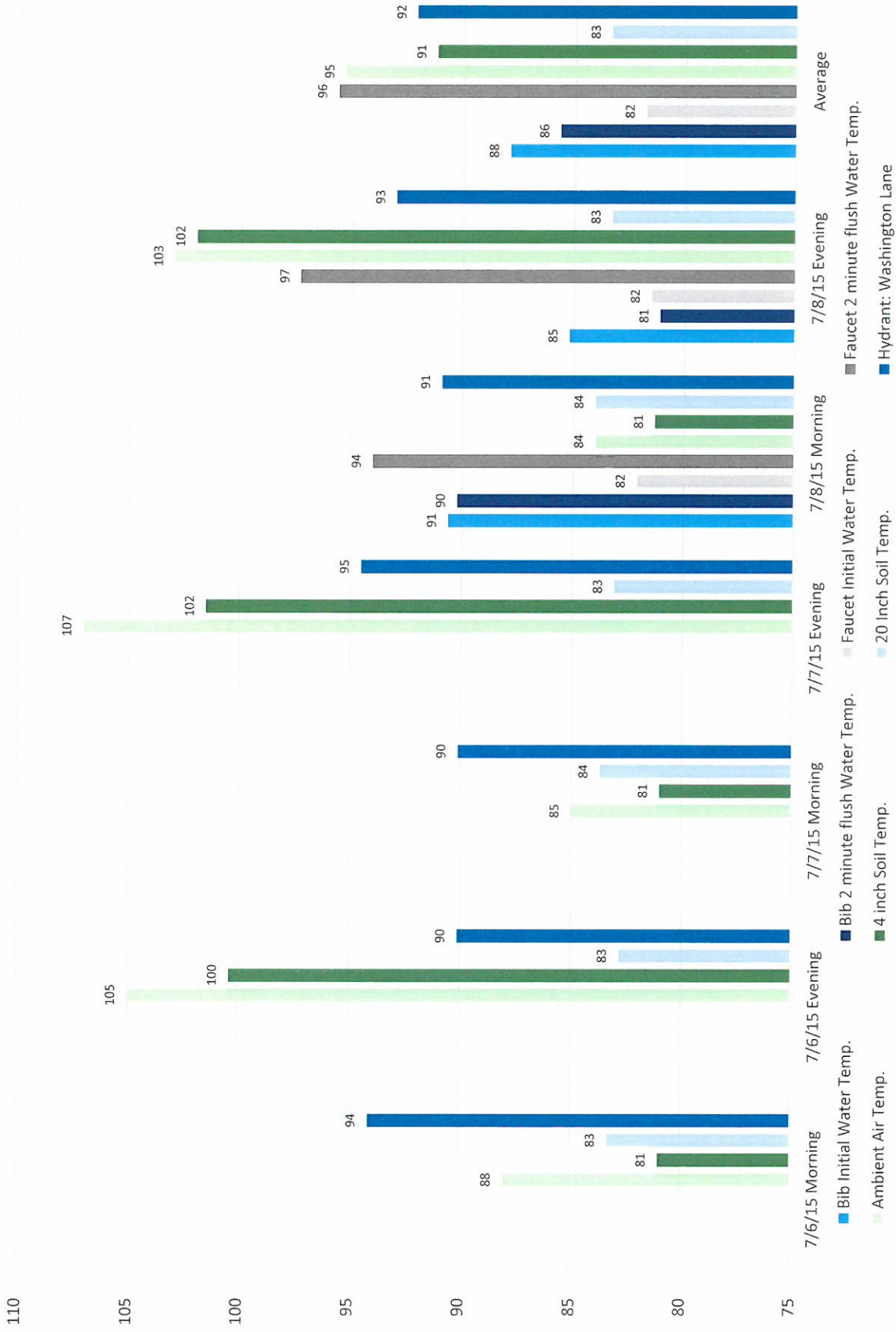
# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

Hydrant: Washington Lane



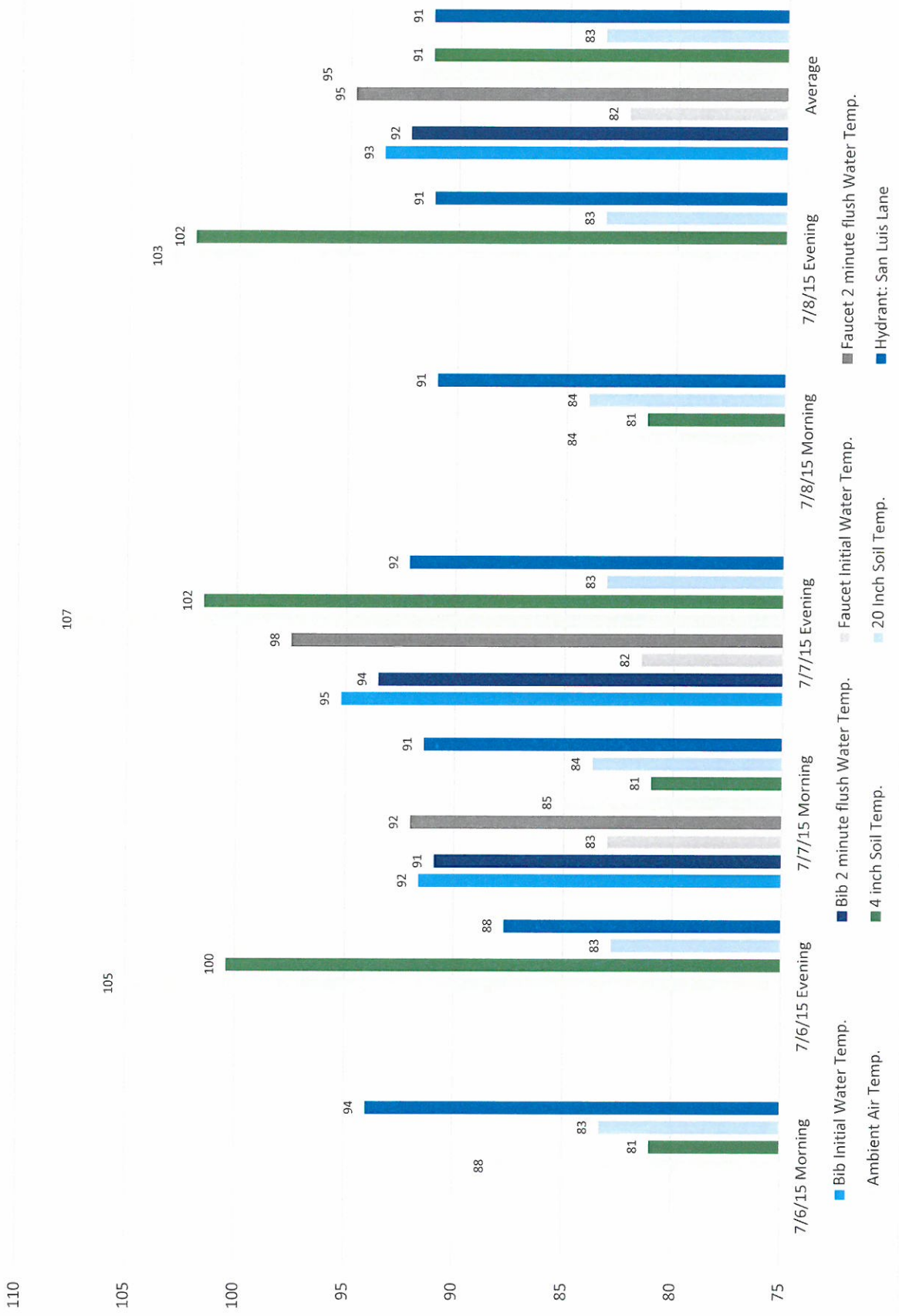
# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

11114 Washington Lane



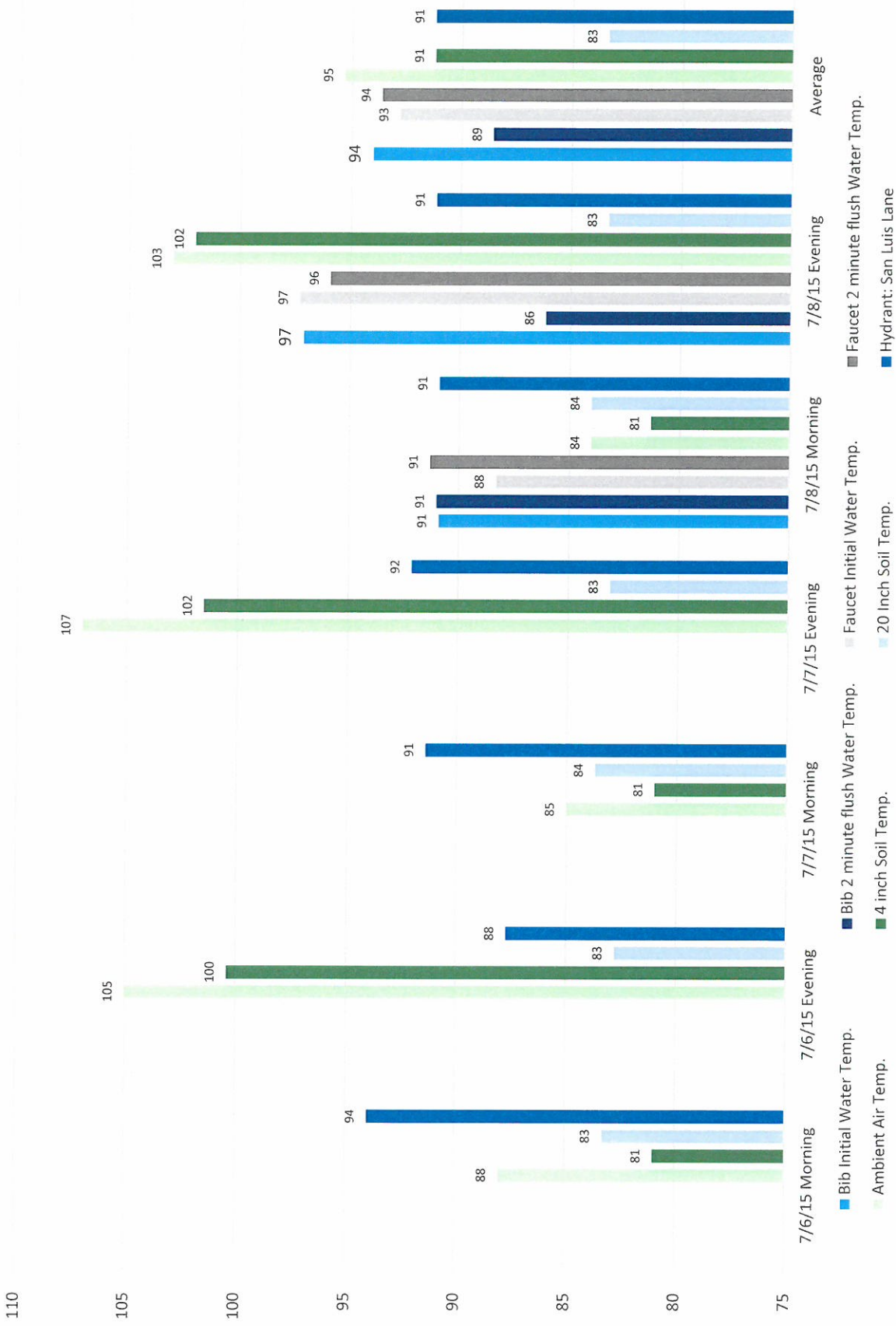
# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

1119 San Luis Lane



# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

1120 San Luis Lane



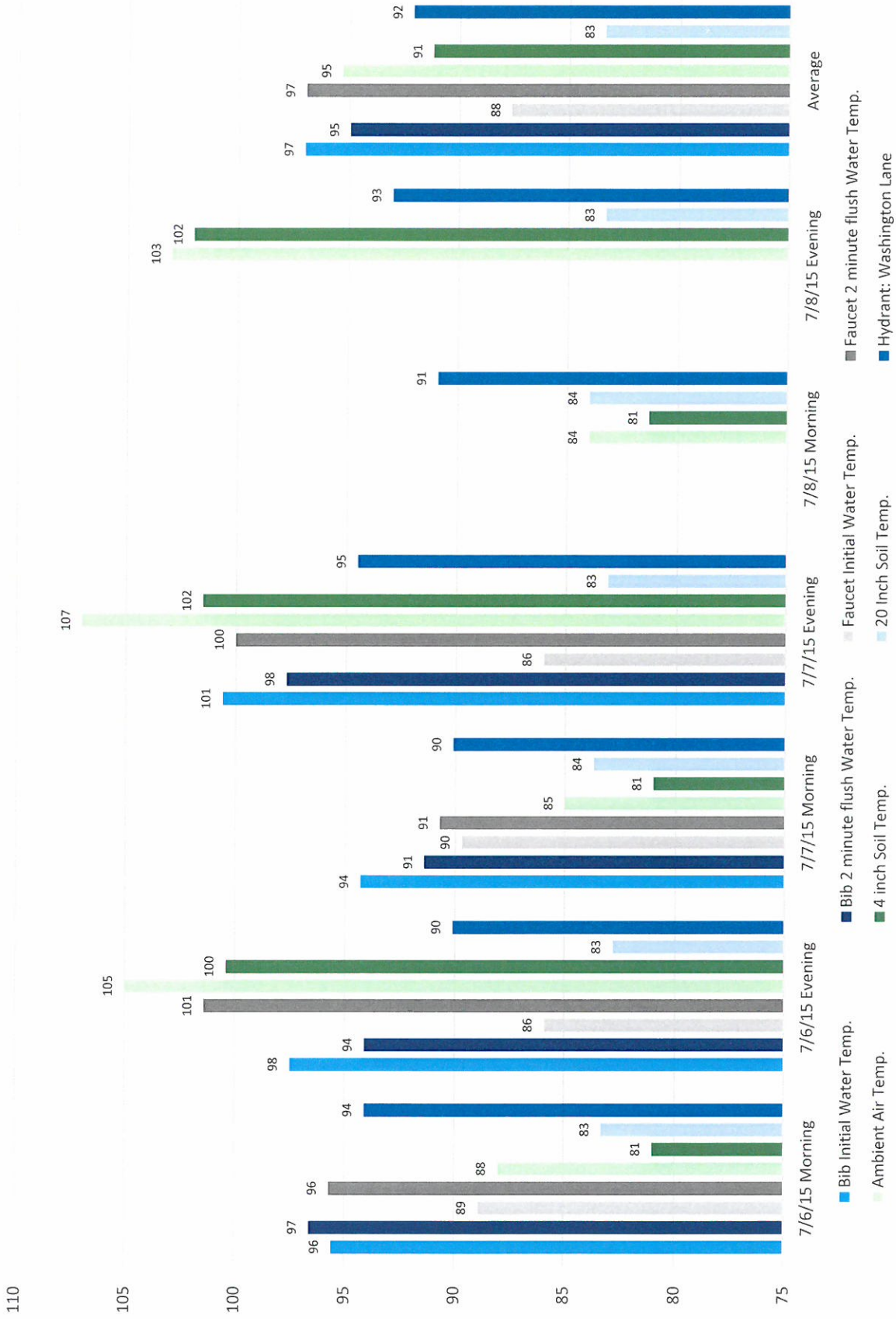
# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

1127 Washington Lane



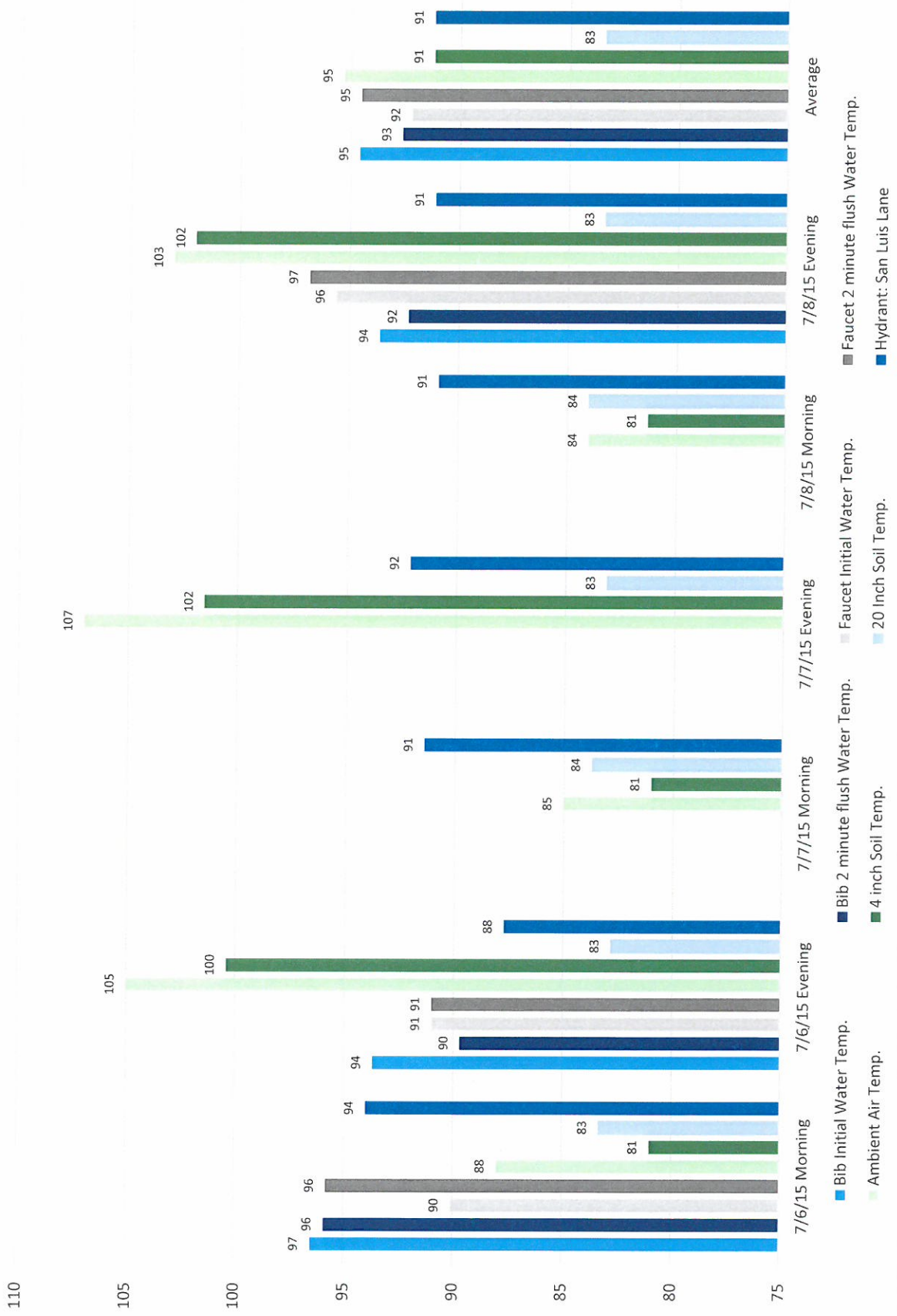
# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

1128 Washington Lane



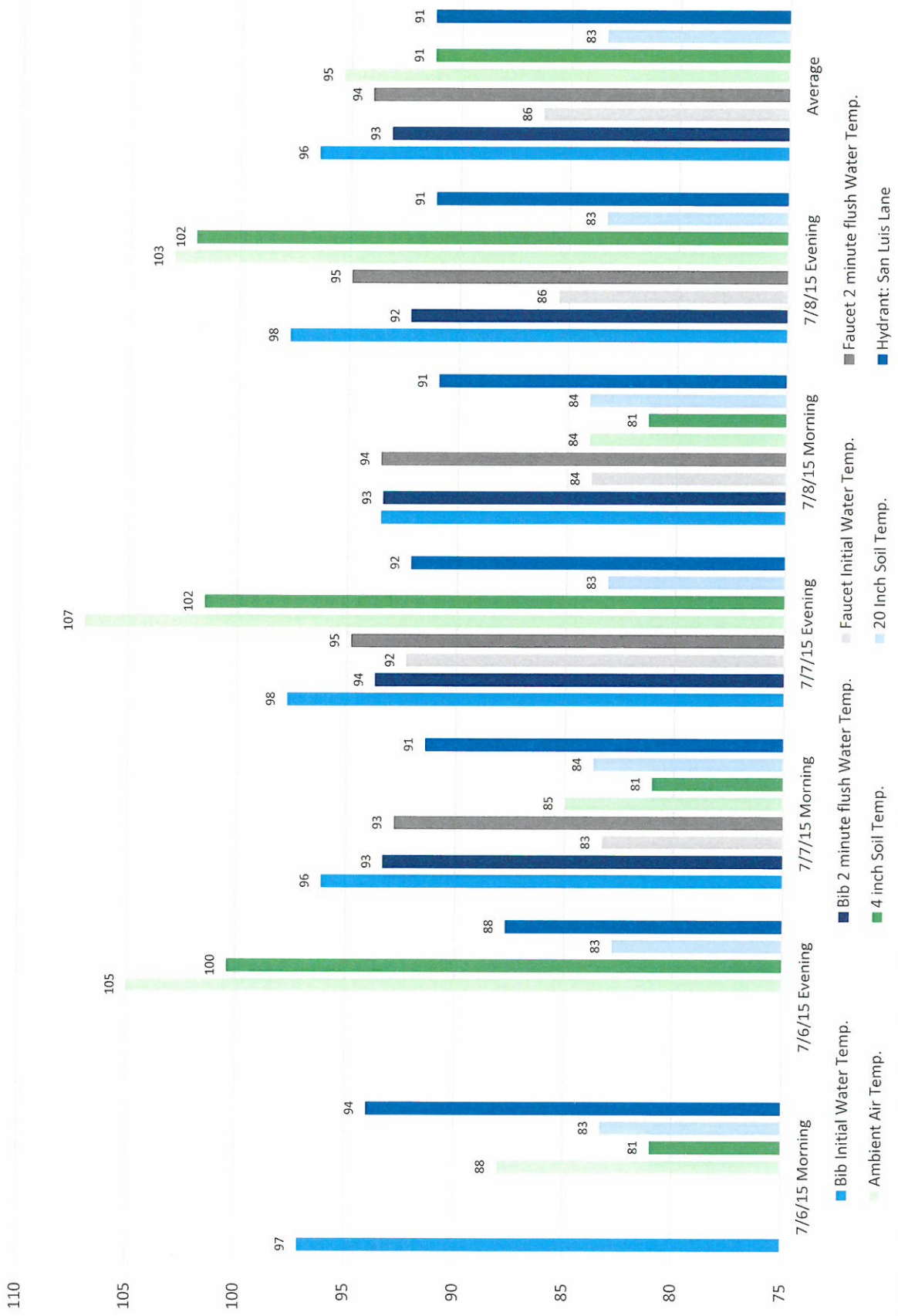
# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

1131 San Luis Lane



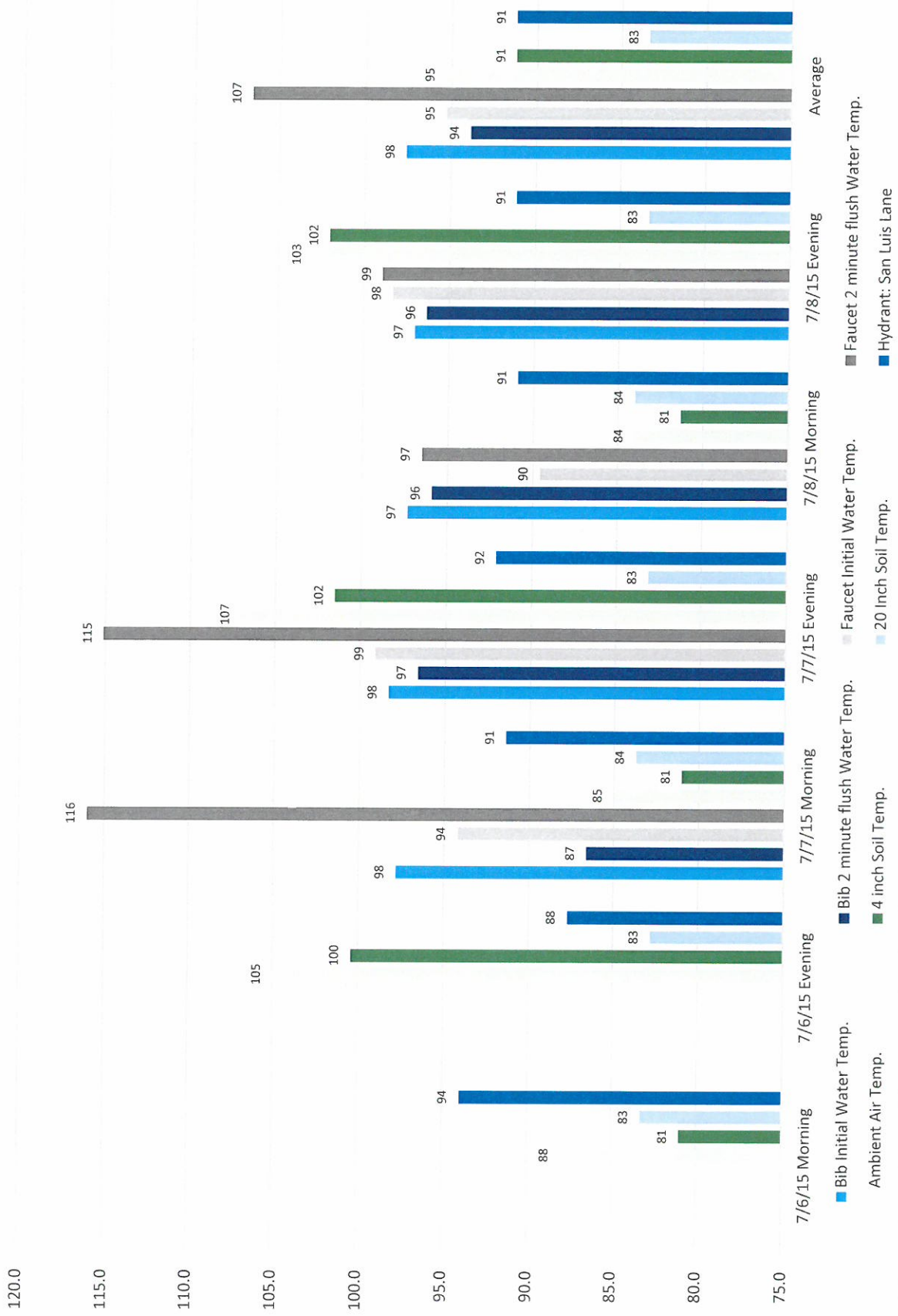
# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

1132 San Luis Lane



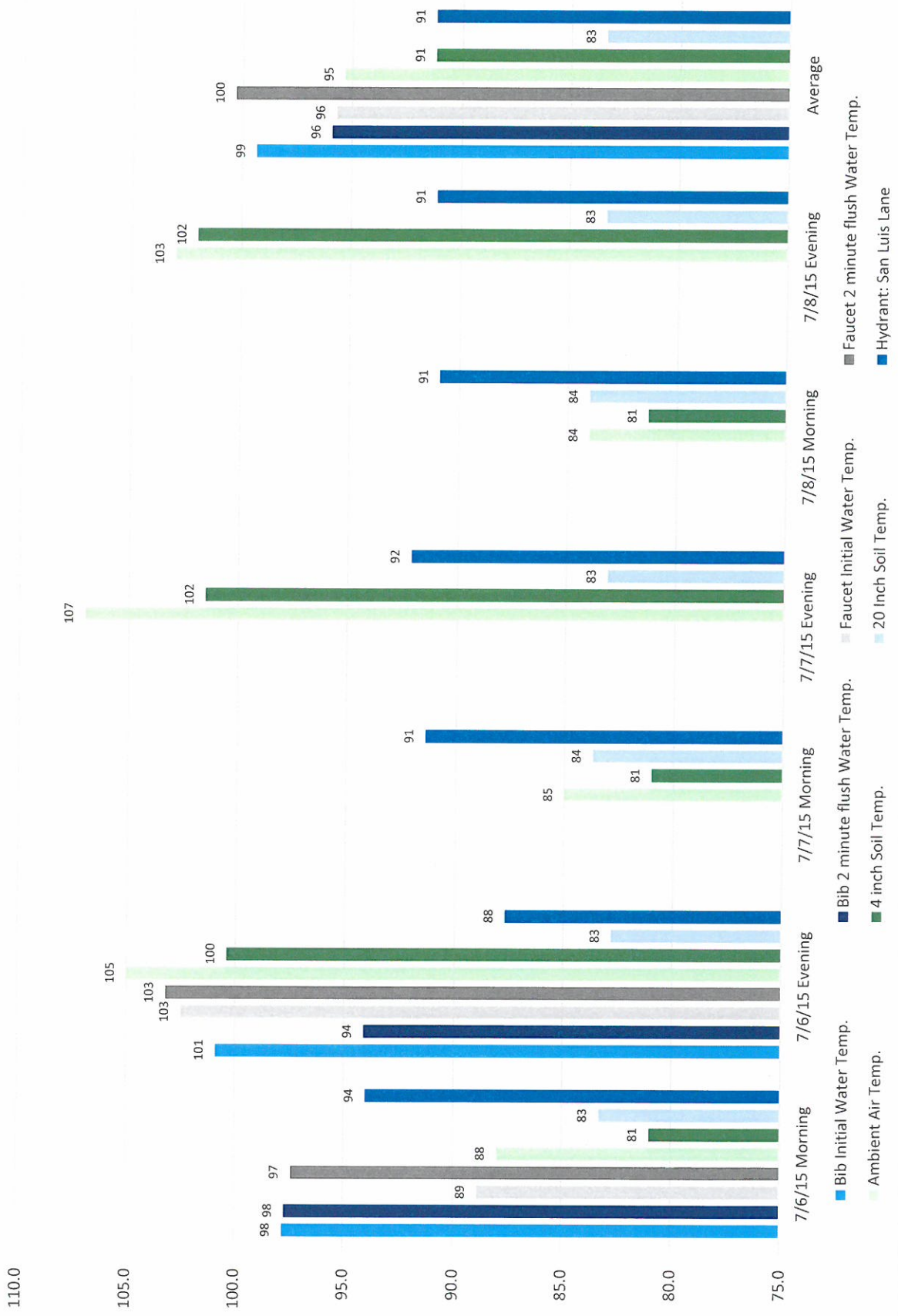
# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

1135 San Luis Lane



# San Luis Water System Temperature July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

1136 San Luis Lane





## AGENDA ITEM REVIEW FORM

### Work Session

2.J.

**Meeting Date:** 09/06/2017

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

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

**Action Requested:** Discussion Item - No Action to be Taken

---

### ITEM:

Discussion and possible directions to staff on any and all matters regarding re-appointment or appointment of directors to the San Luis Municipal Property Corporation. **(Kay Marion Macuil, City Attorney)**

### SUMMARY:

This item is before the Council to re-appoint or appoint new directors to the board of the San Luis Municipal Property Corporation. Terms of all 5 directors have expired.

Eligibility: Directors must be residents of San Luis Arizona.

Current Directors: Current Directors in alphabetical order are:

Luis Cabrera

Antonio Carrillo

Joel Castro

Eduardo Vazquez (Mr. Vazquez has indicated he will not be able to continue to serve)

Ruben Walshe

### San Luis Residents interested in serving

Martin Martinez - Campesinos Sin Fronteras

Cecilia Torres - PPEP

**Background of Corporation:** The San Luis Municipal Property Corporation was created in 1983 under Arizona Revised Statute Title 10, which allows any entity or person to create a non-profit corporation. It is the oldest of the three (3) Municipal Corporations the City created.

**Purpose:** The purpose of this Corporation is to acquire, construct reconstruct or to aid in the development or improvement of buildings and other real property and personal property suitable for leasing or sale.

**Status:** No current projects but kept current with annual meetings to be available if a project develops suitable for this Corporation.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

---

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

There is no fiscal impact associated with this item.

---



## AGENDA ITEM REVIEW FORM

### Work Session

2.K.

**Meeting Date:** 09/06/2017

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

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

**Action Requested:** Discussion Item - No Action to be Taken

---

### ITEM:

Discussion and possible directions to staff on any and all matters regarding renewal of the subscription to Westlaw for a 5-year contract. **(Kay Marion Macuil, City Attorney)**

### SUMMARY:

The City Attorney's and Prosecutor's Offices share a subscription to Westlaw and wish to renew the subscription which expired in August.

### Background

Westlaw is a web-based service tool providing searchable access to the laws and other legal resources. Westlaw's databases include constitutions, statutes, regulations, cases, legal encyclopedias, scholarly articles on the law, legal practice guides, forms, legal news and more.

### Renewal

We spent about \$9,850.00 per year for two (2) attorneys. For \$1,784.00 more per year, the renewal subscription will cover three (3) attorneys (City Attorney, Assistant City Attorney and Prosecutor) and an upgrade to over 2,000 more databases for a total of **\$11,634.00 per year**. The contract is for five (5) years, and there will be a three percent (3%) increase each year.

### Compliance with San Luis Code - Purchasing

Under the San Luis City Code - Purchasing Section 36.02, where there is only one service provider, other quotes or bidding is not required. Here, Westlaw has copyrights to its service and therefore is the only service provider. So, only one quote was provided. We were able to negotiate a lower price than what was originally quoted to add a third attorney.

### Staff Request

Staff is requesting that City Council approve the continuation of this essential service for the functioning of the City Attorney's and Prosecutor's Offices.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

Document to be Recorded?: No

N/A

---

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$6,140.00  
**BUDGETED AMOUNT:** City Attorney \$15,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Dues & Subscriptions GL  
#100-117-60020 \$14,453.12

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

City Attorney's budget pays for two-thirds (2/3) of the total for the two (2) attorneys (City Attorney Macuil and Assistant City Attorney Gimbut) the other one-third (1/3) is paid out of the Prosecutor's budget for the one (1) attorney (Prosecutor de la Vara). This contract will start in mid-September so for this fiscal year it will be from mid-September 2017 through June 2018 for a total of nine and a half (9-1/2) months.

Total for the nine and a half (9-1/2) months is \$969.50 per month x 9.5 months = \$9,210.25  
Two-thirds (2/3) portion for the City Attorney's Office is  $(\$9,210.25 \times 2) / 3$   
 $\$18,420.50 / 3 = \$6,140.17$  Round off to  
\$6,140.00

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$3,070.00  
**BUDGETED AMOUNT:** Prosecutor \$10,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Dues & Subscriptions GL  
#100-118-60020 \$9,698.56

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

The Prosecutor's budget pays for one-third (1/3) of the total for the one (1) attorney (Prosecutor de la Vara). City Attorney's Budget pays for the other two-thirds (2/3) of the total for the two (2) attorneys (City Attorney Macuil and Assistant City Attorney Gimbut). This contract will start in mid September. So for this fiscal year, it will be from mid September 2017 through June 2018 for a total of nine and a half (9-1/2) months.

Total for the nine and a half (9-1/2) months is \$969.50 per month x 9.5 months = \$9,210.25  
One-third (1/3) portion for the Prosecutor's Office is  $\$9,210.25 / 3 = \$3,070.08$  Round off to \$3,070.00

---

**Attachments**

West Law Contract  
West Law Research on Line

---



# Order Form

# Order ID: Q-00078219

Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.

### Account Address

Account #: 1000719265  
SAN LUIS CITY ATTORNEY  
  
1090 E UNION ST  
SAN LUIS  
AZ, 85349-1170  
US

### Shipping Address

Account #: 1000719265  
SAN LUIS CITY ATTORNEY  
  
1090 E UNION ST  
SAN LUIS  
AZ, 85349-1170  
US

### Billing Address

Account #: 1000719265  
SAN LUIS CITY ATTORNEY  
  
1090 E UNION ST  
SAN LUIS  
AZ, 85349-1170  
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means “West”, “we” or “our” and Subscriber means “you”, or “I”. Subscription terms, if any, follow the ordering grids below.

### ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$969.50	60	3%

### Minimum Terms

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

### Post Minimum Terms

**For NON-ProFlex Online/Practice Solutions/Software Products:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then-current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Post Renewal Term for ProFlex Products .** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

**Automatic Renewal Term for Window Products.** Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may

cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

#### Miscellaneous

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/sch-a-caselistix.pdf>

**The General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal

- Westlaw Patron Access
- Westlaw Public Records





**Additional Order Form Terms and Conditions**

**Government Non Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**ACKNOWLEDGEMENT**

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order From on behalf of the Subscriber.**

 _____ <b>Signature of Authorized Representative for order</b>	 _____ <b>Title</b>
 _____ <b>Printed Name</b>	 _____ <b>Date</b>

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This Order Form will expire and will not be accepted after 10/16/2017.



# Attachment

# Order ID: Q-00078219

Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00078219

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000719265

PO Number:

SA ID:

GSA Funding:

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**Order Confirmation Contact (#28)**

Contact Name: Janet Taylor

Email: jtaylor@cityofsanluis.org

#### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000719265	SAN LUIS CITY ATTORNEY	1090 E UNION ST SAN LUIS AZ, 85349-1170	New

#### ProFlex Product Details

Quantity	Unit	Service Material #	Description
3	Attorneys	42077751	Gvt National Primary Core
3	Attorneys	42077755	Gvt Analytical Plus for Government

#### Online Contact Information

User	Email Address	Contact Description
Janet Taylor	jtaylor@cityofsanluis.org	EML PSWD CONTACT

#### IP Address

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address

#### Lapsed Products

Sub Material	Active Subscription to be Lapsed
40988734	Government Select Level 1 States (WestlawNext™)



## Tips and Tricks to Get You Started on Westlaw

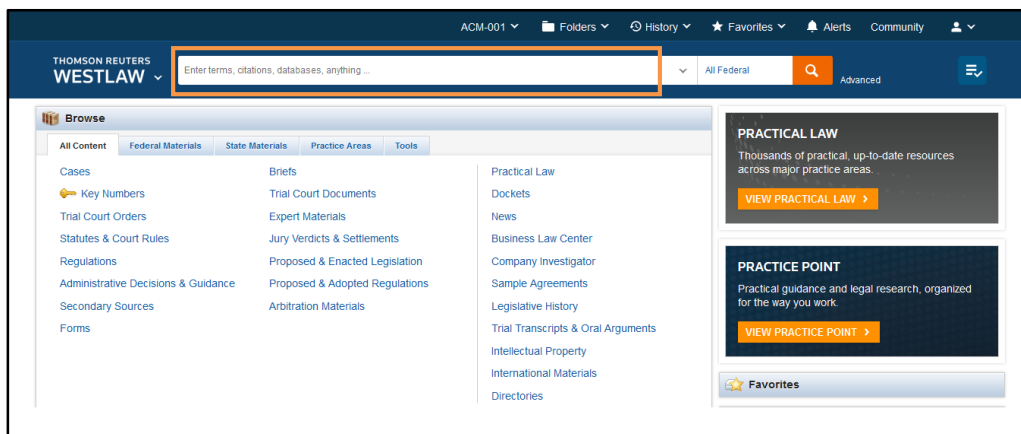
### The Search Engine

WestSearch™, a search engine designed specifically for law, is a big part of what separates Westlaw from all other legal research sites. It incorporates over 125 years of proprietary analysis of the law and exclusive tools like Key Numbers, KeyCite®, headnotes, notes of decisions, indexes, and secondary sources to find relevant documents – even if they use phrasing different from your query. WestSearch identifies which documents are most relevant by using search term matching, legal concepts, and document characteristics, then places those documents at the top of the results list.

### The Global Search Box

By entering your search query in the global search box on your Westlaw homepage (highlighted below), you are searching the core legal content on Westlaw in a single search.

This content includes cases, Key Numbers, trial court orders, statutes and court rules, regulations, administrative decisions, secondary sources, forms, briefs, trial court documents, expert materials, jury verdicts and settlements, proposed and enacted legislation, proposed and adopted regulations, and arbitration materials.



You may notice that all of the core legal content and more categories are listed separately on your homepage under five tabs (*All Content*, *Federal Materials*, *State Materials*, *Practice Areas*, and *Tools*). These tabs allow you to access specific content for those times that you prefer to run a search in one specific content type only (e.g. Florida Cases, or New York Forms). To do this simply click on the appropriate tab and category and run your search from the new content screen.

## Plain Language or Boolean Searching

In the global search box on Westlaw, you can search by using Plain Language or Boolean Terms and Connectors. Westlaw will recognize which type of a query you are using and perform the search you command.

## Results List

After you execute a search, your results will be aggregated on an Overview Page. From this page each Content Type is listed separately on the left hand side of the screen (highlighted below in orange). By clicking on the content type (i.e. Cases, Statutes, Forms...), you can access all of the results for that particular category.

The screenshot shows the Westlaw search results page. The search query is "when can there be an equitable tolling for a habeas corpus petition". The results are displayed in an "Overview (14)" view. On the left side, there is a "VIEW:" menu with various content types and their counts, highlighted in orange. The main content area shows a list of cases, with the first case, "Valverde v. Stinson", selected. The case details include the court (United States Court of Appeals, Second Circuit), date (September 11, 2000), and citation (224 F.3d 129, 2000 WL 1279632, 98-2404). The text of the case is displayed, with key terms like "equitable toll", "habeas corpus", and "limitations period" highlighted in yellow.

VIEW:	Count
Overview	14
Cases	5,217
Key Numbers	10
Trial Court Orders	20
Statutes	35
Regulations	50
Administrative Decisions & Guidance	10,000
Practical Law	0
Secondary Sources	261
Forms	0
Briefs	1,206
Trial Court Documents	114
Expert Materials	6,787
Jury Verdicts & Settlements	997
Proposed & Enacted Legislation	506
Proposed & Adopted Regulations	907
Arbitration Materials	5,604
All Results	31,704

## Find a Document by Citation

To find a document by citation on Westlaw, whether it's a case, a statute, a regulation, or an article, simply type the citation into the global search box. It's as simple as that.

## Find a Case by Party Name

Begin typing the case name in the global search box and select the case you want from the drop-down list.

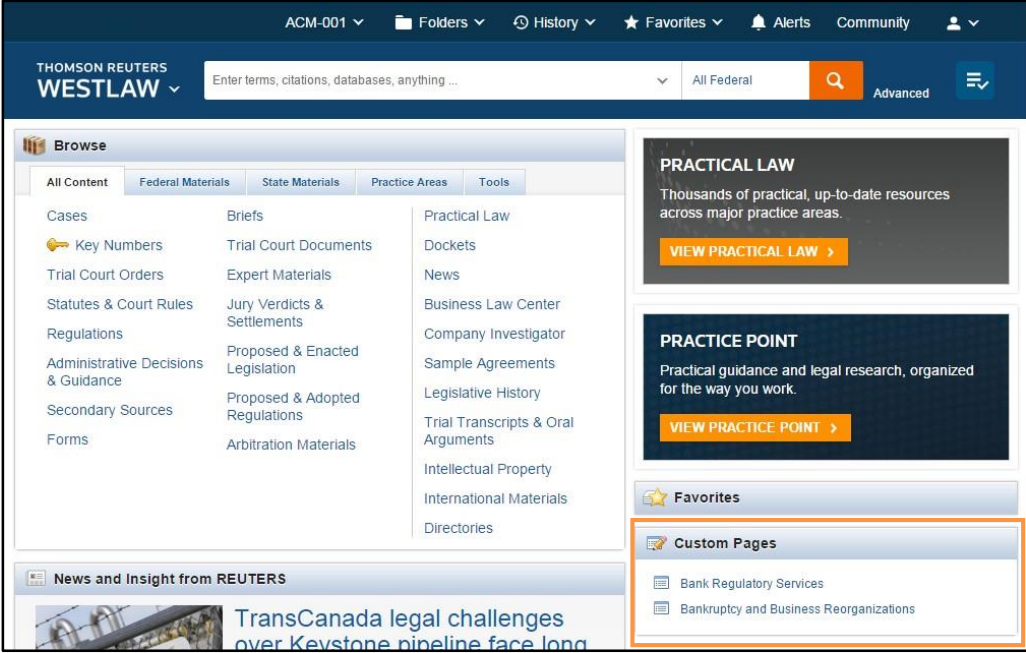
## KeyCite on Westlaw

At the top of a document on Westlaw KeyCite tabs allow you to access critical information about your document such as negative treatment, citing references, history, and a table of authorities.

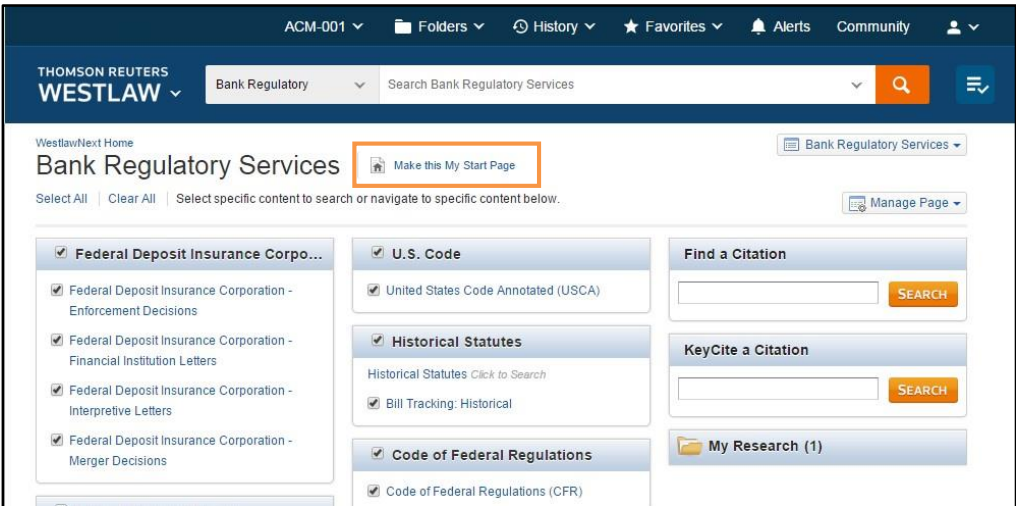
The screenshot shows the KeyCite tabs for the case "Miranda v. Arizona". The tabs are: Document, Filings (14), Negative Treatment (221), History (24), Citing References (110,342), and Table of Authorities. The "Citing References" tab is currently selected. The page also shows the case name, court (Supreme Court of the United States), date (June 13, 1966), and citation (384 U.S. 436, 10 Ohio Misc. 9, 86 S.Ct. 1602). There is a "See All Citations" link and a note "(Approx. 80 pages)". The KeyCite logo is visible in the bottom right corner.

### Custom Pages

Custom Pages organizes your favorite libraries into a single page. Access Custom Pages from the Home page (highlighted below).

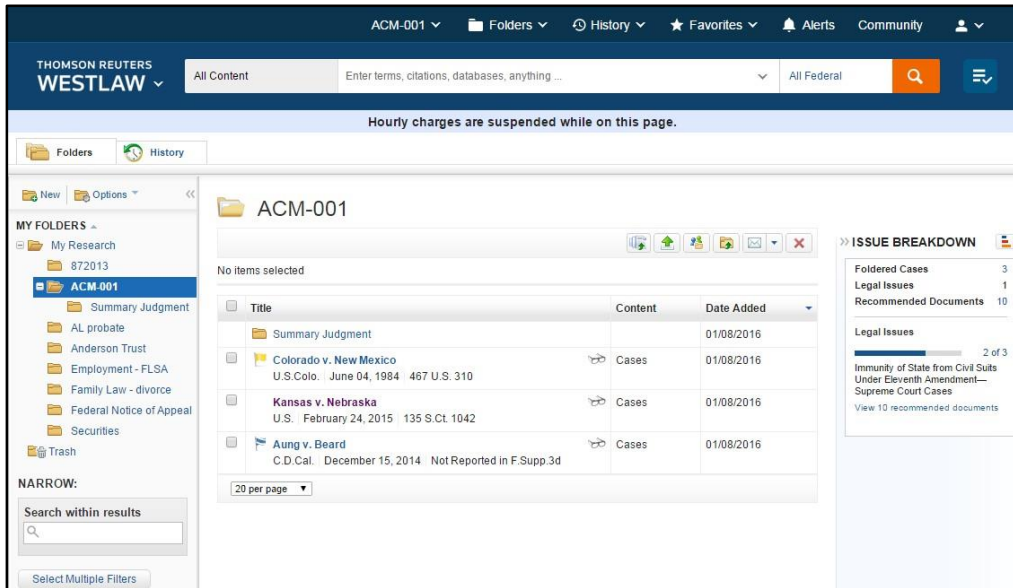


To create a Custom Page, hover over the blue heading and the *Create New* link will appear. Click on the **Create New** link and name your new Page. From here, you will manage the page with the dropdown features located under *Manage Page*. You can build this page from the ground up, adding whichever libraries or content sets you need. And like most pages in Westlaw, you can make your Custom Page your starting page for when you sign in. If you would like to make a Custom Page your start page, select the link **Make this My Start Page** (highlighted below).



## Folders on Westlaw


Folders allow you to save your research online and makes your research accessible anywhere that you can access Westlaw. And, folder sharing on Westlaw enables you to tap into previous research across department and organizational boundaries like never before. You'll save time with instant access to shared documents from any computer. No more reinventing the wheel.



To save your research into a folder click the **Save the Folder** icon found in the upper right side of your document, select the folder that you want to save into or create a new folder, and click **Save**.



You can also share a folder with other Westlaw users.

You can share this folder by clicking on the share icon (  ). Next, click **Contacts** to designate recipients. From here, click on each individual or group name that you would like to share the folder with, and click **Insert** to add them as a recipient. From here, click **Continue**.

Next, you will be able to designate how others can interact with your folder documents. **Contributors** can add documents to the folder, whereas **Reviewers** will only be able to view the items within the folder. After you have finished selecting roles, click **Share** and the folder will be sent to the designated recipients.

### LOOKING FOR MORE INFORMATION?

Westlaw is available on the Web at [next.westlaw.com](http://next.westlaw.com).  
For assistance using Westlaw, call 1-800-WESTLAW (1-800-937-8529).  
For free reference materials, visit [legalsolutions.com/westlaw-support](http://legalsolutions.com/westlaw-support).



## AGENDA ITEM REVIEW FORM

### Work Session

2.L.

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff 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)**

### SUMMARY:

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

**Amount:** The city has entered into an agreement with GYEDC for economic development services in the past and has already budgeted funds in the amount of **\$40,000.00** for services to continue until the end of the 2017-2018 Fiscal Year on June 30, 2018.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

---

### 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

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

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

Contract amount is budgeted for Fiscal Year 2017-2018.

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**Attachments**

GYEDC Letter  
GYEDC Agreement  
No Boycott Certificate

---



# Greater Yuma

ECONOMIC DEVELOPMENT CORP

April 18, 2017

Mayor Gerardo Sanchez  
P.O. Box 1170  
San Luis AZ 85349

Dear Mayor Sanchez,

Greater Yuma Economic Development Corporation (GYEDC) is very grateful to the City of San Luis for the outstanding partnership we have, and the financial support given to this organization. The City elected leaders and the administration continue to be disciplined stewards for all San Luis residents and visitors. The dedication and diligence demonstrated by all of you is sincerely appreciated.

As you are aware, budget stability has been a key focus of the GYEDC Governance Committee. A method that has been widely accepted nationwide and implemented across the State of Arizona is a per capita calculation. Albeit this method is vulnerable to multiple types of data collection and estimations, it is a proven model that lends itself to stability.

The City of San Luis currently invests \$40,000 annually in our efforts – for which we are most grateful. On average throughout the State of Arizona, per capita spending by Public Entities for Economic Development is \$5.32 per person based upon 2000 census population. We respectfully request that the City of San Luis continue to increase its GYEDC investment in an effort over time, to bring you to a \$2.50 per capita funding model. San Luis would represent the 25,505 population which would ultimately bring your investment total to \$63,763.

We are grateful to you for your consideration of this request. Please feel free to call or email me with any questions you may have about our programs. We thank you for your partnership and look forward to many more great years together.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Julie Engel', is written over a light blue horizontal line.

Julie Engel  
President/CEO  
899 E. Plaza Circle, Suite 2  
Yuma, AZ 85365

cc  
Vice Mayor Matias Rosales  
Tadeo DeLaHoya, City Administrator

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

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

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

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

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

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

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

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

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

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

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

- A. Evaluate Greater Yuma Economic Development Corporation performance relative to the performance criteria set forth herein in order to assess the impact of the efforts of Greater Yuma Economic Development Corporation. Any additional information desired by the CITY which is relevant and necessary to the CITY'S evaluation shall be made available by Greater Yuma Economic Development Corporation.

- B. Pay Greater Yuma Economic Development Corporation for the Fiscal Year 2017-2018, unless terminated as provided herein, that amount which is stated herein. Such sum is to be disbursed on a prorata quarterly basis.
- C. The method of payment shall be as follows:
  - 1. Greater Yuma Economic Development Corporation shall submit a request for payment quarterly to the CITY'S Director of Finance, pursuant to approval of Greater Yuma Economic Development Corporation annual budget by its Board of Directors.
  - 2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within 15 days to Greater Yuma Economic Development Corporation, except as provided in subsection C.
- D. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:
  - 1. Greater Yuma Economic Development Corporation's failure to render acceptable services as stated in the performance criteria of Section I. The City Administrator, or designee, shall investigate and monitor the quality of Greater Yuma Economic Development Corporation services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Administrator shall notify Greater Yuma Economic Development Corporation of the specific deficiencies in performance and provide a reasonable time for the Greater Yuma Economic Development Corporation to rectify said deficiencies. In no event shall such time to rectify exceed 90 days. Whether or not Greater Yuma Economic Development Corporation services are acceptable will be the CITY'S exclusive decision.
  - 2. Greater Yuma Economic Development Corporation's failure to supply information, records or reports as required.
  - 3. Greater Yuma Economic Development Corporation's failure to comply with documentation requirements or accounting procedures.
  - 4. Greater Yuma Economic Development Corporation's failure to allocate money received from the CITY for the purposes described herein.

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

- A. The term of this Agreement shall be for one year commencing on July 1, 2017 and ending on June 30, 2018.
- B. The CITY agrees to pay Greater Yuma Economic Development Corporation an amount of \$40,000 for services to be provided by Greater Yuma Economic Development Corporation pursuant to the Agreement during Fiscal Year 2017-2018.
- C. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the CITY.
- D. Renewal of this Agreement beyond the current agreement will be contingent upon Greater Yuma Economic Development Corporation performance hereunder. If Greater Yuma Economic Development Corporation's performance does not, in all material respects, meet the minimum requirements as described in Section I. A. through N. of this Agreement, this Agreement may not be renewed by the City Council.
- E. Nothing herein shall preclude the CITY from contracting separately with Greater Yuma Economic Development Corporation for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the CITY and Greater Yuma Economic Development Corporation.

### **IV. TERMINATION:**

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

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

### **V. INDEMNIFICATION:**

To the fullest extent permitted by law Greater Yuma Economic Development Corporation shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees,

caused in whole or in part by any negligent act or omission of Greater Yuma Economic Development Corporation, or anyone directly or indirectly employed by Greater Yuma Economic Development Corporation for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder, whether authorized by Greater Yuma Economic Development Corporation or not, including theft by Greater Yuma Economic Development Corporation or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement.

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

**VI. INSURANCE:**

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

**VII. GENERAL CONDITIONS:**

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

B. Financial Review.

1. Greater Yuma Economic Development Corporation shall make its financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.
  2. If the CITY desires a financial audit by a certified public accountant of Greater Yuma Economic Development Corporation financial records to verify use of the funds of the organization according to the terms and conditions of this Agreement, Greater Yuma Economic Development Corporation shall cooperate fully in the performance of such audit. Greater Yuma Economic Development Corporation shall not be responsible for the cost of such an audit if requested by the CITY and shall be entitled to a copy of any resulting reports that are received by the CITY.
- C. Compliance with Law. Greater Yuma Economic Development Corporation shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, Greater Yuma Economic Development Corporation shall include similar requirements of subcontractors in any contracts entered into for performance of Greater Yuma Economic Development Corporation obligations under this contract.
- D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.
- E. Attorney Fees and Costs. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.
- G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona.
- H. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either party from any of the

responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance of this Agreement.

- I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- J. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.
- K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties and neither party shall be deemed the principal, agent, officer, or member of the other.
- L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of Greater Yuma Economic Development Corporation of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.
- M. Dispute Resolution. If the parties mutually agree, claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect. Request for arbitration shall be filed in writing with the other party to this Agreement.
- N. Conflict of Interest. This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
- O. Environmental Conditions. Greater Yuma Economic Development Corporation shall take all steps necessary to ensure its compliance with all applicable federal, state, and local environmental laws, regulations and ordinances, and shall indemnify and hold the CITY harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or

death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.

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

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

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

- Q. Compliance with Federal and State Laws. Greater Yuma Economic Development Corporation warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility.

A breach of this clause shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement.

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

- R. Employees, directors, board members, officers, and volunteers of the Greater Yuma Economic Development Corporation are prohibited from engaging in any political activity with respect to candidates for political office beyond the private expression of personal opinion, registering as a member of a political party, signing petitions and voting in any special, general, or primary election. No employee, director, board member, officer, or volunteer shall solicit any contribution in cash or service from any Greater Yuma Economic Development Corporation employee, director, board members, officer, or volunteer to support any candidate for public office. No employee, director, board member, officer, or volunteer shall use the name of the Greater Yuma Economic Development Corporation, or use their affiliation with the Greater Yuma Economic Development Corporation, to engage in any political activity of any kind or to solicit any contribution in cash or services to support any candidate

for public office. If an employee, director, board member, officer, or volunteer should engage in said activities, they shall make it clear that they are doing so in their personal and private capacity, and are not associated with the Greater Yuma Economic Development Corporation in any way while engaging in said activity. Employees, directors, board members, officers, and volunteers will refrain from engaging in any political activity while attending or participating in the Greater Yuma Economic Development Corporation function or event.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SAN LUIS , a municipal corporation

GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation

Tadeo A. De La Hoya  
City Manager

Chairman

ATTEST:

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

**Certificate for A.R.S. §35-393.01**

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

As defined by A.R.S. §35-393.01:

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

**All offerors must select one of the following:**

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title



## AGENDA ITEM REVIEW FORM

### Work Session

2.M.

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

### SUMMARY:

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

**Amount:** The city has contributed funds since the inception of the Greater Yuma Port Authority in the year 2000. The city has already budgeted funds in the amount of **\$50,000.00** which is the annual contribution under Section 5.3 of the amended by-laws.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

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>	\$50,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Account #100-110-80000, Contracted Services/ Remaining Balance \$401,665.34

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

Account # 100-110-80000, City Council's Contractual Services. Contribution amount of \$50,000.00 is budgeted for the 2017-2018 Fiscal Year.

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**Attachments**

Bylaws  
First Amended and Stated Bylaws

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## BYLAWS

### OF

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

### ARTICLE I

#### REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

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

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

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

### ARTICLE II

#### OFFICES

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

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

## ARTICLE III

### MEMBERS

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

Yuma County, Arizona

City of San Luis, Arizona

City of Somerton, Arizona

Cocopah Indian Tribe

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

## ARTICLE IV

### PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors

*A. Purpose and Empowerment*

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

*B. Number of Directors*

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

*C. New Members*

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

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

#### 4.2 Master Plan

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

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

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

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

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

#### 4.4 Voting Rights

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

#### 4.5 Term of Office

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

#### 4.6 Initial Directors

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

#### 4.7 Notice of Meetings

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

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

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

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

#### 4.8 Quorum and Required Vote

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

#### 4.9 Directors' Manner of Acting

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

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

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

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

#### 4.10 Removal of Directors

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

#### 4.11 Ex Officio Members

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

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

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

#### 5.1 Membership Participation

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

#### 5.2 Initial Capital Contribution

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

### 5.3 Cash Calls

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

### 5.4 Voluntary Withdrawal of Member

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

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

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

### 5.5 Dissolution

#### *A. Events of Dissolution*

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

#### *B. Winding up*

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

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

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

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

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

## 2. Liabilities

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

### 5.6 Indemnification

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

## **ARTICLE VI OFFICERS**

### 6.1 Officers of the Corporation

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

### 6.2 Election-Term

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

### 6.3 Chairperson of the Board

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

### 6.4 Vice Chairperson

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

## 6.5 Secretary/Treasurer

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

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

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

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

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

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

### 9.1 Definitions

#### A. *Port Authority*

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

#### B. *Relatives*

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

C. *Substantial Interest*

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

9.2 Specific Guidelines

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

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

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

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

9.3 Interpretation

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

**ARTICLE X**  
**MISCELLANEOUS**

10.1 Contracts, etc.

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

## 10.2 Checks, Drafts, etc.

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

## 10.3 Notice and Waivers Thereof

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

## 10.4 Interested Directors

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

## 10.5 Limitation of Liability and Indemnity

### A. *Liability*

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

### B. *Indemnity*

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

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

C. Insurance

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

10.6 Books and Records

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

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

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

10.7 Corporate Seal

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

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

Cocopah Indian Tribe  
By: [Signature]  
Its: Chairman

City of Somerton  
By: [Signature]  
Its: Mayor

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

# FIRST AMENDED AND RESTATED BYLAWS

## OF

# GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

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

## ARTICLE I

### REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

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

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

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

## ARTICLE II

### OFFICES

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

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

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

### **ARTICLE III MEMBERS**

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

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

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

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

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

A. *Purpose and Empowerment.*

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

B. *Number of Directors.*

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

C. *New Members.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.10 Removal of Directors.**

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

**4.11 Ex-Officio Members.**

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

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

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

**5.1 Membership Participation.**

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

**5.2 Initial Capital Contribution.**

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

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

### **5.3 Cash Calls.**

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

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

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

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

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

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

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

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

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

## **5.5 Dissolution.**

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

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

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

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

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

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

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

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

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

**5.6 Indemnification.**

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

**ARTICLE VI  
OFFICERS**

**6.1 Officers of the Corporation.**

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

**6.2 Election-Term.**

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

**6.3 Chairperson of the Board.**

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

**6.4 Vice Chairperson.**

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

**6.5 Secretary/Treasurer.**

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

**ARTICLE VII  
COMPENSATION**

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

**ARTICLE VIII  
AMENDMENT**

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

**ARTICLE IX  
CONFLICTS OF INTEREST**

**9.1 Definitions.**

A. *Port Authority.*

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

B. *Relatives.*

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

C. *Substantial Interest.*

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

**9.2 Specific Guidelines.**

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

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

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

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

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

### **9.3 Interpretation.**

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

## **ARTICLE X MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

##### **B. *Indemnity.***

Each Officer and Director, whether or not then in office, shall be held harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

##### **C. *Insurance.***

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status,

whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

**10.6 Books and Records.**

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

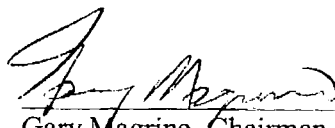
B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

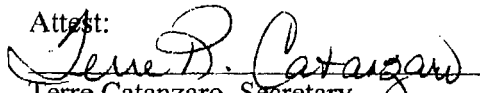
C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

**10.7 Corporate Seal.**

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18TH DAY OF SEPTEMBER, 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

DATED this 17 day of May, 2007.

  
\_\_\_\_\_  
Gary Magrino, Chairman

Attest:  
  
Terre Catanzaro, Secretary



## AGENDA ITEM REVIEW FORM

**Work Session**

**2.N.**

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, Interim City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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**ITEM:**

Discussion and possible directions to staff on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

**SUMMARY:**

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

**Amount:** The City of San Luis has paid dues to YMPO in the past and has already budgeted funds in the amount of **\$11,715.75** for the Fiscal Year 2017-2018 ending June 30, 2018.

**RECOMMENDATION / SUGGESTED MOTION:**

**Discussion and possible directions to staff only, no action.**

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

N/A

**Document to be Recorded?:** No

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>	\$11,715.75
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80000-Contractual Services/Remaining balance \$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 dues amount is budgeted for Fiscal Year 2017-2018.

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**Attachments**

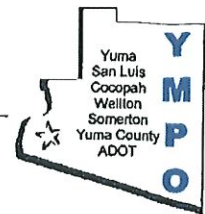
FY18 YMPO Member Agency Dues  
2017 Local Contributions

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# Yuma Metropolitan Planning Organization

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

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



*Local Governments and  
Citizens Working Together*

March 14, 2017

Mr. Tadeo A. De La Hoya  
City Manager  
City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

RE: FY 2018 YMPO Member Agency Dues \$11,715.75

Dear Mr. De La Hoya:

As per previous years, the City of San Luis's local match requirement for the Yuma Metropolitan Planning Organization's (YMPO) FY 2018 Unified Planning Work Program and Budget is eleven thousand seven hundred fifteen dollars and seventy-five cents, (\$11,715.75).

The YMPO is requesting the City of San Luis to include the above amount into your upcoming FY 2018 budget. The YMPO bills member agency dues on an annual basis on July 1, 2017. If you have any questions, please feel free to contact me at 928-783-8911.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Ward', is written over a faint, larger version of the same signature.

Paul Ward  
Executive Director  
Yuma Metropolitan Planning Organization

cc: Mayor Gerado Sanchez, City of San Luis  
Deputy Mayor Gary Knight, City of Yuma, YMPO Chairman  
Councilmember Maria Ramos, City of San Luis





## AGENDA ITEM REVIEW FORM

### Work Session

2.0.

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the Memorandum of Understanding with the Humane Society of Yuma for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

### SUMMARY:

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

**Amount:** The city has entered into a Memorandum of Understanding with the Humane Society of Yuma in the past and has already budgeted funds up to **\$80,000.00** for services to continue until the end of the Fiscal Year 2017-2018 on June 30, 2018. Under the Memorandum of Understanding, the City will pay for services as needed depending upon the number of animals and the services and the fee schedule in the Memorandum of Understanding.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action.**

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

N/A

**Document to be Recorded?:** Yes

**City Clerk's Office**

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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>	\$80,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No transfer needed.
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Account # 100-110-80000, Contracted Services/\$401,665.34
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

Account No: 100-110-80000, City Council Contractual Services, the amount of \$80,000.00 is budgeted for Fiscal Year 2017-2018.

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**Attachments**

HSOY Agreement/Extension

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

For the kenneling of animals from the City of San Luis

This agreement is entered into on July 1, 2016, between the City of San Luis (COSL) and The Humane Society of Yuma. This agreement outlines the kenneling of animals collected within jurisdiction of COSL, by their Animal Control Officer (ACO), which COSL employs, in the shelter of The Humane Society of Yuma (HSOY). This agreement also outlines the fee schedule for the kenneling of animals from COSL.

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

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

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

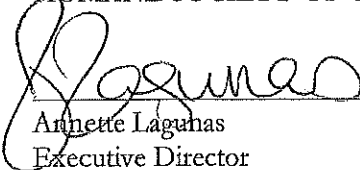
Dog boarding:	\$32.00 per day
Dog impound fee:	\$25.00
Cat Impound:	\$20.00
Kitten < 8 weeks:	\$5.00 per kitten
Kitten .8 weeks, 4 months:	\$10.00 per kitten
DOA Disposal fee:	\$20.00
Immediate Euthanasia fee:	\$40.00
After hours ACO call:	\$40.00

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

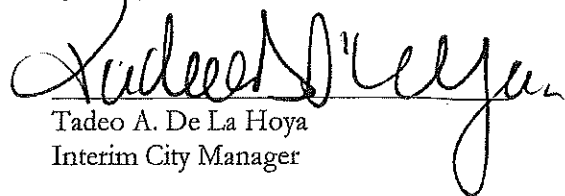
6. BITES: All animals that enter into the facility with a bite issue will be quarantined for the required ten days. The initial report will be done by the COSL's ACO and will be closed by the COSL's ACO. The HSOY staff will clear each bite animal and notify the COSL's ACO once the quarantine is completed.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

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

HUMANE SOCIETY OF YUMA

  
Annette Lagunas  
Executive Director

CITY OF SAN LUIS

  
Tadeo A. De La Hoya  
Interim City Manager

RECEIVED

SEP 06 2016

City of San Luis

**EXTENSION OF  
CONTRACT FOR ANIMAL KENNELING SERVICES**

This Extension is to renew the current contract for Animal Kenneling Services currently in effect between Humane Society of Yuma and the City of San Luis, dated July 1, 2016 through June 30, 2017.

The Contract is hereby extended from July 1, 2017 through June 30, 2018, with all other provisions remaining the same.

Both parties agree that this signed amendment meets acceptable terms to extend the contract as stated above.

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**Tadeo De La Hoya**      Date  
Administrator-City of San Luis  
CITY OF San Luis

---

**ANNETTE LAGUNAS**      Date  
Executive Director  
HUMANE SOCIETY OF YUMA



## AGENDA ITEM REVIEW FORM

**Work Session****2.P.****Meeting Date:** 09/06/2017**Department Head:** Tadeo De la Hoya, City Manager, Administration**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council**Action Requested:** Discussion Item - No Action to be Taken

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**ITEM:**

Discussion and possible directions to staff on any and all matters regarding Resolution No. 2006. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Tadeo A. De La Hoya, City Manager)**

**SUMMARY:**

**Service:** Yuma County Area Transit (YCAT) provides bus and transit services for the city and the surrounding county areas.

**Amount:** The city has contributed to YCAT since 2012 under an Intergovernmental Agreement (IGA). The city has already budgeted funds in the amount of \$70,573.00 to help services continue until the end of Fiscal Year 2017-2018 on June 30, 2018. The City of San Luis and seven (7) other entities entered into the IGA in 2012 for YCAT to provide regional public transportation. Under the IGA, San Luis is to contribute a share of funding YCAT's public transportation. Other contributions come from Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Indian Tribe, Arizona Western College, and Northern Arizona University. Under the IGA of 2012, a formula of the percentage of contribution is developed every year.

At the March 27, 2017, open meeting of the Yuma County Intergovernmental Public Transportation Authority, an 11.39% contribution was calculated for San Luis a total of \$70,573.00. This is only one dollar more than the contribution for the first year in 2012, which was 13.80% for \$70,572.00 and it is the same amount as last year.

**Procedure of Approval:** Under the IGA, the city's approval is to be by way of resolution.

**RECOMMENDATION / SUGGESTED MOTION:**

Discussion and possible directions to staff only, no action.

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

**Document to be Recorded?:** No

N/A

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**Fiscal Impact**

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

**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$70,573.00  
**BUDGETED AMOUNT:** \$70,573.00  
**AVAILABLE AMOUNT TO TRANSFER:** No Transfer Required  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 100-110-80000-Contractual Services/Remaining balance/\$401,665.34

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

Account #100-110-80000 City Council Contractual Services. \$70,573.00 was budgeted for Fiscal Year 2017-2018.

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**Attachments**

Resolution No. 2006  
YCAT March 27, 2017 Minutes  
YCAT Letter  
Master IGA YCIPTA

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

NO. 2006

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING CONTRIBUTION TO TRANSIT FUND FOR THE YUMA COUNTY AREA TRANSIT (YCAT) PUBLIC TRANSPORTATION SERVICES**

WHEREAS, in 2012, the City of San Luis entered into an intergovernmental agreement (IGA) with the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University; and

WHEREAS, Paragraph 2.3 of said IGA states: "Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process;" and

WHEREAS, the YCIPTA at its March 23, 2015 meeting adopted a formula of 11.39% for a total amount of \$70,573.00 for the contribution for San Luis which was approved by City Council last fiscal year; and

WHEREAS, the Council of the City of San Luis has approved a budget which included this contribution;

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

Section 1: That the appropriate City officials are hereby authorized and directed to submit the contribution for the purpose of YCAT transportation services in the amount not to exceed \$70,573.00 of non-federal funds.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

APPROVED AS TO FORM:

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

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

The Yuma County Intergovernmental Transportation Authority (YCIPTA) met in Regular Session on Monday, March 27, 2017 at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26<sup>th</sup> Street, Yuma, AZ, 85364. The Chairman called the meeting to order at 1:32 p.m.

**Members present:**

Bill Lee/City of Somerton/Chairman  
Susan Thorpe/Yuma County/Vice Chair  
Larry Killman/Town of Wellton/Secretary & Treasurer  
Greg Wilkinson/City of Yuma  
Brian Golding, Sr./Quechan Indian Tribe  
Ralph Velez/San Luis  
Michael Sabath/Northern Arizona University

**Members Excused:**

Paul Soto/Cocopah Indian Tribe  
Daniel Corr/ Arizona Western College

**Other Present:**

Shelly Kreger/YCIPTA/Transit Director  
Carol Perez/YCIPTA/Management Analyst  
Chona Medel/YCIPTA/Financial Services Operations Manager  
Daisy Ruiz/YCIPTA/Office Specialist I  
Jesus Aguilar/National Express/Safety and Training Manager  
Daniel Schueller/National Express/Safety and Training Manager

The Pledge of Allegiance was led by Mr. Killman.

**CALL TO PUBLIC:**

There were no public comments made but call to the public was left open by the Chairman.

**CONSENT CALENDAR:**

No. 1: Adopt the February 27, 2017 regular minutes.

**MOTION** (Killman/Velez): Approve item as presented.

**VOICE VOTE:** Motion Carries, 6-0 with Ms. Thorpe, Mr. Soto and Dr. Corr being excused.

Ms. Thorpe arrived.

**DISCUSSION & ACTION ITEMS:**

**No. 1: Discussion and Action to Adopt the Comprehensive Annual Financial Report and Single Audit for Fiscal Year 2015-2016. Action required.**

Mr. Casey Good and Cynthia Rojo from Heinfeld, Meech & Co., P.C., presented their report.

Mr. Good stated that Heinfeld, Meech & Co., P.C., have issued an unmodified ("clean") opinion of Yuma County Intergovernmental Public Transportation Authority's (YCIPTA) financial statements for the year ended June 30, 2016.

Mr. Good also stated that they noted an increase in revenue and change in the capital assets. Mr. Good further stated that YCIPTA's expenses had stayed very consistent and only varied by \$40 from previous year.

Ms. Rojo stated that there were some issues in regards to:

- entry in receivables that was not accurate (previous fiscal year), corrected
- paid time off (PTO) cashed out that was not in the policy, policy was amended to include cashing out of PTO
- Timesheets were not as detailed as required by the Federal Transit Administration (FTA) and there was also an error in the spreadsheet, timesheets updated

Mr. Good stated that long term disability will be added the Arizona State Retirement System (ASRS) in FY 2017. This change will affect all government agencies but would not be significant to YCIPTA.

**MOTION** (Sabath/Thorpe): Approve item as presented.

**VOICE VOTE:** Motion Carries, 7-0 with Mr. Soto and Dr. Corr being excused.

**No. 2: Public hearing on the submission of the FTA Sections 5310 and 5311 application to the Arizona Department of Transportation and authorize the Transit Director to submit the applications. Action required**

Ms. Kreger presented the report as contained in the member packet.

Ms. Kreger stated that staff will be preparing for the application over the next few weeks. The 5310 funding partially funds the travel training that Ms. Perez does as well as administrative expenses. Ms. Kreger further stated that staff has already applied for 5311 which is now on a two-year cycle.

There were no public comments made but call to the public was left open by the Chairman.

**MOTION** (Thorpe Sabath): Approve item as presented.

**VOICE VOTE:** Motion Carries, 7-0 with Mr. Soto and Dr. Corr being excused.

**No. 3: Action to adopt Resolution No. 2017-001, authorizing the Transit Director to file for FTA funding for Fiscal Year 2017-2018. Action required.**

Ms. Kreger stated that adopting a resolution by the board stating YCIPTA's intention in filing for 2017 funding is annual requirement for FTA.

**MOTION** (Golding/Killman): Approve item as presented.

**VOICE VOTE:** Motion Carries, 7-0 with Mr. Soto and Dr. Corr being excused.

**No. 4: Action to authorize member agencies contributions for fiscal year 2017-2018. Action required.**

Ms. Kreger stated that the contributions requested for each of the member agencies has not increased. Ms. Kreger further stated that the consideration of an increase future contributions might be placed on a future agenda.

**MOTION** (Velez/Thorpe): Approve item as presented.

**VOICE VOTE:** Motion Carries, 7-0 with Mr. Soto and Dr. Corr being excused.

**PROGRESS REPORTS:**

**No. 1: Operations Manager Report – George Rodriguez, National Express Operations Manager. *No action is required.***

Mr. Rodriguez was unavailable and Ms. Kreger presented the report as contained in the member packet.

Mr. Sabath inquired as to what does the Zonar is used for.

Ms. Kreger stated that used to track maintenance, Zonar tracks, mileage, speed and Global Positioning System (GPS) location among other things. No action taken.

**No. 2: Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.***

Ms. Kreger presented Ms. Ruiz and stated that she would be assisting in taking board minutes.

Ms. Kreger presented the report as contained in the member packet. No action taken.

**No. 3: Transit Ridership & Customer Comment Report – Carol Perez, Management Analyst/ Mobility Manager *No action is required.***

Mrs. Perez presented the report as contained in the member packet. No action taken.

**No. 4: Financial Report – Chona Medel, YCIPTA Financial Services Operations Manager. *No action is required.***

Mrs. Medel presented the report as contained in the member packet. No action taken.

**SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

The next Board meeting is scheduled for Monday, April 24, 2017.

**ADJOURNMENT**

There being no further business to come before the Authority, the Chairman adjourned the meeting at 2:10 p.m.

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YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this May 22nd, 2017, Agenda Item CC1



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CAROL PEREZ, Board Secretary



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycipta.az.gov](http://www.ycipta.az.gov)

April 3, 2016

Ralph Velez  
City of San Luis  
P.O. Box 1170  
San Luis, AZ 85349

### RE: Request for FY 2018 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

On March 27, 2017, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved the Fiscal Year 2017 Member Agencies Contributions which will fund Yuma County Area Transit and YCAT On Call services from July 1, 2017 to June 30, 2018. Below is the breakdown for the City of San Luis's local share of match funding required for the operation of the transit system:

#### ANNUAL TOTAL

YCAT/On Call Transit      \$ 70,573  
Match

The amount is consistent with what has been paid in FY 2017 and is not anticipated to change at this time. This is **not** an invoice, but is a request based on the Board of Directors action on March 27, 2017. Invoices will be sent at a later date.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email [skreger@yciptaq.az.gov](mailto:skreger@yciptaq.az.gov).

Sincerely,

Shelly Kreger  
Transit Director  
Yuma County Intergovernmental Public Transportation Authority

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#### Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Bill Lee, Chairman - City of Somerton, Susan Thorpe, Vice Chairman – Yuma County, Larry Killman – Sec/Treasurer – Town of Wellton, Greg Wilkinson – City of Yuma, Brian Golding, Sr.-Quechan Tribe, Dr. Michael Sabath - Northern Arizona University, Dr. Daniel Corr - Arizona Western College, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

**MASTER INTERGOVERNMENTAL AGREEMENT  
YUMA COUNTY INTERGOVERNMENTAL PUBLIC  
TRANSPORTATION AUTHORITY**

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

**RECITALS**

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU – Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

## AGREEMENTS

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

## 2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning.** Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans.** Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

**Contributions FY 2011/2012**

Agency	Funding	%
Yuma County	\$ 154,960	30.30%
City of Yuma	\$ 200,000	39.10%
City of Somerton	\$ 29,919	5.85%
Town of Wellton	\$ 14,499	2.85%
City of San Luis	\$ 70,572	13.80%
Cocopah Tribe	\$ 41,496	8.11%
Arizona Western College	\$50,000*	0.00%
Northern Arizona University	\$3,400*	0.00%
<b>TOTAL</b>	<b>\$564,846</b>	<b>100%</b>

\*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

### 3. **Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars (\$30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entities, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal.** A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

#### 10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA:                    Transit Director  
                                          2715 East 14<sup>th</sup> Street  
                                          Yuma, Arizona 85365  
                                          Tel: (928) 539-7076 ext 237  
                                          Fax: (928) 783-0309

If to County:                    County Administrator  
                                          198 S. Main St.  
                                          Yuma, Arizona 85364  
                                          Tel: (928) 373-1010  
                                          Fax: (928) 373-1120

If to Yuma:                        City Administrator  
                                          One City Plaza  
                                          Yuma, Arizona 85364  
                                          Tel: (928) 373-5011  
                                          Fax: (928) 373-5012

If to San Luis: City Manager  
1090 East Union Street  
P.O. Box 1170  
San Luis, Arizona 85349  
Tel: (928) 341-8520  
Fax: (928) 341-8539

If to Somerton: City Manager  
110 North State Avenue  
P.O. Box 637  
Somerton, Arizona 85350  
Tel: (928) 627-8866  
Fax: (928) 627-3794

If to Wellton: Town Manager  
28364 Oakland Avenue  
Wellton, Arizona 85356  
Tel: (928) 785-3348  
Fax: (928) 785-4374

If to NAU-Yuma: Campus Executive Officer  
P.O. Box 6236  
Yuma, Arizona 85366-6236  
Tel: (928) 317-6400  
Fax: (928) 317-6419

If to AWC: President  
P.O. Box 929  
Yuma, Arizona 85366-0929  
Tel: (928) 344-7501  
Fax: (928) 344-7730

If to Cocopah: Chairperson  
Cocopah Indian Tribe  
14515 S. Veterans Drive  
Somerton, AZ 85350  
Tel: (928) 627-2102  
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.


10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

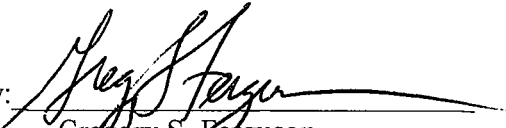
**IN WITNESS WHEREOF**, the Parties hereto have executed this Master IGA.

**YUMA COUNTY, a body corporate and politic of the State of Arizona**

**Attest:**

  
\_\_\_\_\_  
Robert L. Pickels, Jr.  
County Administrator/Clerk of the Board

**By:**

  
\_\_\_\_\_  
Gregory S. Ferguson  
Chairman of the Board

**CITY OF YUMA, an Arizona municipal corporation**

**Attest:**

\_\_\_\_\_  
Lynda Bushong  
City Clerk

**By:**

\_\_\_\_\_  
Greg Wilkinson  
City Administrator

**CITY OF SAN LUIS, an Arizona municipal corporation**

**Attest:**

\_\_\_\_\_  
Sonia Cuello  
City Clerk

**By:**

\_\_\_\_\_  
Juan Carlos Escamilla  
Mayor

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

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IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

**YUMA COUNTY, a body corporate and politic of the State of Arizona**

Attest:

\_\_\_\_\_  
Robert L. Pickels, Jr.  
Clerk of the Board

By: \_\_\_\_\_  
Gregory S. Ferguson  
Chairman of the Board

**CITY OF YUMA, an Arizona municipal corporation**

Attest:

\_\_\_\_\_  
Lynda Bushong  
City Clerk

By: \_\_\_\_\_  
Greg Wilkinson  
City Administrator

MAY 31, 2012

**CITY OF SAN LUIS, an Arizona municipal corporation**

Attest:

\_\_\_\_\_  
Sonia Cuello  
City Clerk

By: \_\_\_\_\_  
Juan Carlos Escamilla  
Mayor

**CITY OF SOMERTON, an Arizona municipal corporation**

Attest:

\_\_\_\_\_  
Bill Lee  
City Clerk

By: \_\_\_\_\_  
Martin Porchas  
Mayor

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

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IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

**YUMA COUNTY, a body corporate and politic of the State of Arizona**

Attest:

\_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Chairman of the Board

**CITY OF YUMA, an Arizona municipal corporation**

Attest:

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

By: \_\_\_\_\_  
City Administrator

**CITY OF SAN LUIS, an Arizona municipal corporation**

Attest:

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

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

Attest:

Bill Lee  
Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: Martin Porchas  
Martin Porchas  
Mayor

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

Attest:

Christy Isbell  
Christy Isbell  
Board Secretary

By: John Andoh  
John Andoh  
Transit Director

**TOWN OF WELLTON, an Arizona  
municipal corporation**

Attest:

Rodney L. Rinehart  
Rodney L. Rinehart  
Town Clerk

By: James L. Deermer  
James L. Deermer  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: John Haeger  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
Arizona community college**

By: Dr. Glenn E. Mayle  
Dr. Glenn E. Mayle  
President

**COCOPAH INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: Sherry Cordova  
Sherry Cordova  
Chairperson

Attest:

\_\_\_\_\_  
Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
Martin Porchas  
Mayor

Attest:

*Christy Isbell*  
\_\_\_\_\_  
Christy Isbell  
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
*John Andoh*  
John Andoh  
Transit Director

Attest:

\_\_\_\_\_  
Rodney L. Rinehart  
Town Clerk

**TOWN OF WELLTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
James L. Deermer  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: \_\_\_\_\_  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
Arizona community college**

By: \_\_\_\_\_  
Dr. Glenn E. Mayle  
President

**COCOPAH INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

**CITY OF SOMERTON, an Arizona  
municipal corporation**

**Attest:**

\_\_\_\_\_  
Bill Lee  
City Clerk

By: \_\_\_\_\_  
Martin Porchas  
Mayor

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

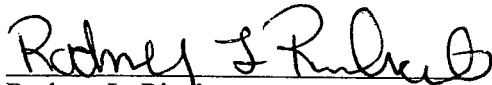
**Attest:**


\_\_\_\_\_  
Christy Isbell  
Board Secretary

By: \_\_\_\_\_  
John Andoh  
Transit Director

**TOWN OF WELLTON, an Arizona  
municipal corporation**

**Attest:**

  
\_\_\_\_\_  
Rodney L. Rinchart  
Town Clerk

By:   
\_\_\_\_\_  
James L. Deerner  
Mayor

**Arizona Board of Regents, acting for and  
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President

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By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

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municipal corporation**

**Attest:**

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

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

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

**Attest:**

\_\_\_\_\_

By: \_\_\_\_\_  
John Andoh,

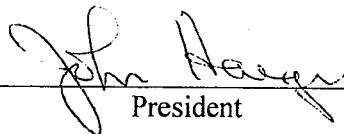
**TOWN OF WELLTON, an Arizona  
municipal corporation**

**Attest:**

\_\_\_\_\_  
Town Clerk

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

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

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

**AWC, an Arizona community college**

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

**COCOPAH INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

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

**Attest:**

Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
Martin Porchas  
Mayor

**Attest:**

Christy Isbell  
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
John Andoh  
Transit Director

**Attest:**

Rodney L. Rinehart  
Town Clerk

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municipal corporation**

By: \_\_\_\_\_  
James L. Deerner  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: \_\_\_\_\_  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
Arizona community college**

By: Glenn E. Mayle  
Dr. Glenn E. Mayle  
President

**COCOPA INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

**CITY OF SOMERTON, an Arizona  
municipal corporation**

**Attest:**

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

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

**YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION  
AUTHORITY**

**Attest:**

\_\_\_\_\_

By: \_\_\_\_\_  
John Andoh,

**TOWN OF WELLTON, an Arizona  
municipal corporation**

**Attest:**

\_\_\_\_\_  
Town Clerk

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

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

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

**AWC, an Arizona community college**

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


**COCOPAH INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

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

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By:   
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: Richard W. Files (for)  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma City Attorney

Dated this 20 day of April, 2012

By: \_\_\_\_\_  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this 1<sup>st</sup> day of JUNE, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Jon R. Smith  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Steven W. Moore  
Yuma City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Glenn Gimbut  
San Luis City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Gerald Hunt  
Somerton City Attorney

Dated this 24 day of MAY, 2012

By: \_\_\_\_\_  
Don B. Engler  
Wellton Town Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michelle Geneva Parker  
Attorney for Arizona Board of Regents

**INTERGOVERNMENTAL AGREEMENT APPROVAL**

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma County Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
San Luis City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Somerton City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wellton Town Attorney

Dated this 20<sup>th</sup> day of April, 2012

By: Michelle R. Fisher  
Attorney for Arizona Board of Regents

Dated this 8<sup>th</sup> day of May, 2012

By: John C. Richardson  
Attorney for Arizona Western College

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Michael M. Smith  
Attorney for Cocopah Indian Tribe

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Wayne C. Benesch  
Attorney for YCIPTA

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By: Wm. Michael Smith  
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C. Benish  
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

**A. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA,  
ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN  
INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY  
WITH A SUNSET CLAUSE**

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

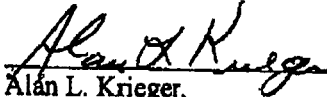
SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

**SECTION 3:** That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

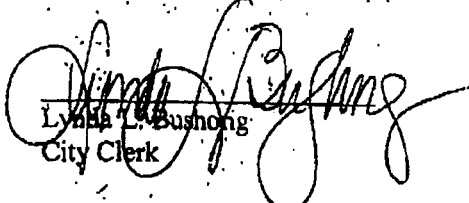
**SECTION 4:** That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

Adopted this 20th day of October, 2010.

APPROVED:

  
Alan L. Krieger,  
Mayor

ATTESTED:

  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

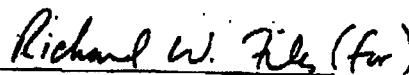
  
Steven W. Moore  
City Attorney

Exhibit "B"



# City of San Luis

P.O. Box 1170  
1090 E. Union Street  
San Luis, AZ 85349-1170  
Ph (928) 341-8520 • Fax (928) 341-8538

October 7, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
198 S. Main Street  
Yuma, AZ 85364

RE: Petition for Formation of an Intergovernmental Public Transportation Authority,  
Pursuant to A.R.S. §28-9101, et seq.

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

It is further requested that all actions described in A.R.S. §28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan Carlos Escamilla  
Mayor

JUAN CARLOS ESCAMILLA, Mayor  
GERARDO SANCHEZ, Vice Mayor

MARIO BUCHANAN JR., Council Member  
MARCO A. PINZON, Council Member

AFRICA LUNA-CARRASCO, Council Member  
JOSE LEONARDO SUAREZ, Council Member

RAFAEL TORRES, Council Member  
RALPH VELEZ, City Manager



# *Resolution*

RESOLUTION NO.903

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

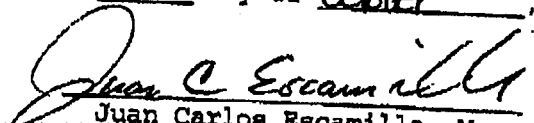
Whereas the City of Somerton has already petitioned the Yuma County Board of Supervisors to form an intergovernmental public transportation authority and it is desired that the City of San Luis join with Somerton and other municipalities in Yuma County to form such an authority;

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

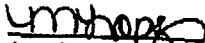
Section 1: That the City Council of the City of San Luis, Arizona hereby authorizes and approves the formation of an Intergovernmental Public Transportation Authority in Yuma County, Arizona; authorizes and approves the City of San Luis becoming a member of such an authority; and authorizes approves petitioning the Board of Supervisors of Yuma County, Arizona, to form such an authority.

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona of behalf of the City of San Luis, Arizona, to form an Intergovernmental Public Transportation Authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October, 2010.

  
Juan Carlos Escamilla, Mayor

ATTEST:

  
for Sonia Cuello, City Clerk

APPROVED AS TO FORM:

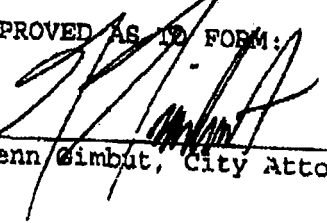
  
Glenn Gimbut, City Attorney

Exhibit "C"

CITY OF SOMERTON  
MINUTES  
REGULAR COUNCIL MEETING  
OF THE CITY COUNCIL

7:00 P.M.

Tuesday September 21, 2010

**Council Members:**

M. Porchas, Mayor  
A. Magaña, Vice-Mayor  
L. Ramirez  
G. Anaya  
M. Villalpando  
L. Galindo  
J. Yepez

**Staff:**

B. Lee, City Manager (P)  
L. Galaviz, Park & Rec. Dir (P)  
B.B. Cotman, Int. Chief of Police (P)  
S. Palacios, Int. Public Works Dir (P)  
G.W. Hunt, City Attorney (P)  
M. Figueroa, City Magistrate (A)  
G. Halford, Admin. Svcs. Dir (P)  
VACANT, Com. Dev. Dir (A)  
P. De Anda, Fire Chief (P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

**PETITION OR COMMENTS BY THOSE CITIZENS PRESENT**

**Call to the Public:**

NONE

**CONSENT AGENDA**

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yepez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

## **OLD BUSINESS**

**All items are for discussion and possible action**

1. **ORDINANCE 2010-006 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER 10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"**

- a) Second Reading by Title Only
- b) Approval of Ordinance

Paul De Anda – presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yopez- are they doing any amendments to that or just going as is? Paul-Carefree did mention New Year's they were going to make an exception.

Council member Yopez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yopez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yopez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

2. Update on Sales Tax.

Gary Halford- presented the Council with an update on sales tax collected in the month of august thru today. August received \$140,000 in September \$85,000 so far.

3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.

Bill Lee – approval to purchase conveyor belt from local agency for \$49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yepcz- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yepcz- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.

Patty Salazar took Roll Call:

Jerry Anaya - yea

Jose Yepcz- yea

Martin Porchas- yea

Luis Galindo- yea

Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

**NEW BUSINESS**

**All items are for discussion and possible action**

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

3. Discussion and possible direction to enter agreement with Humane Society of Yuma.

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yopez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actually cost now? Bill - \$2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Parks and Recreation Commission Appointment

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yopez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

**ADJOURNMENT**

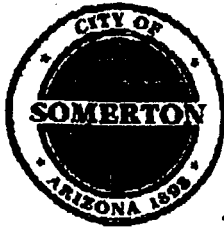
Meeting was adjourned at 8:30 P. M.

  
MAYOR MARTIN PORCHAS

**CERTIFICATION**

**I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.**

  
CITY CLERK



**City of Somerton**

110 N. State Avenue  
P.O. Box 638  
Somerton, Arizona 85350

(928) 627-8866  
Fax: (928) 627-3794  
TTD: (928) 627-8866

---

**AGENDA ITEM REVIEW FORM**

**TO:** *Mayor and City Council*  
**FROM:** Bill Lee, City Manager  
**SUBJECT:** Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.  
**DATE:** Aug. 10th 2010

**Background:** *See attached letter from County Administrator.*

**Recommendation:** Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

**Fiscal Impact:**

000028

## **Intergovernmental Public Transportation Authorities**

### **What are they?**

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

### **How are they formed?**

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

### **Can any other organizations be included?**

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

### **What is the operating area?**

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

### **How would an IPTA be funded in Yuma County?**

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

000029

**How is the initial IPTA board of directors organized?**

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors is any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

**When would the IPTA take over managing the transit system?**

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (\*note - as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

**Where would the IPTA offices be located?**

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

**Would operational support be offered by other public entities?**

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

000076

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
198 S. Main St.  
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant  
to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

James Deermer, Mayor  
Town of Wellton

Martin Porchas, Mayor  
City of Somerton

Al Krieger, Mayor  
City of Yuma

Juan Carlos Escamilla, Mayor  
City of San Luis

000021

**Exhibit "D"**

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman  
Yuma County Board of Supervisors  
198 S. Main St.  
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.


Dear Chairman Prochaska:


The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

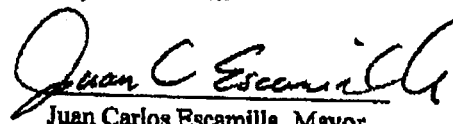
Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

  
James Deerner, Mayor  
Town of Welton

  
Martin Porchas, Mayor  
City of Somerton

\_\_\_\_\_  
Al Krieger, Mayor  
City of Yuma

  
Juan Carlos Escamilla, Mayor  
City of San Luis

OFFICE OF THE  
WELLTON TOWN COUNCIL  
28634 Oakland Avenue  
Wellton, Arizona 85356



TOWN OF WELLTON  
COUNCIL MINUTES  
SEPTEMBER 21, 2010

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

**Council Members Present:** Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

**Staff Present:** Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Judge Cora M. Romine, Fire Chief Mark Rivera and Public Works Director Joe Grant.

**Guests:** Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public - No Comments**
- **Department Head Reports**
  - A. **Police Department**
  - B. **Magistrate & Court Department**
  - C. **Fire Department**
  - D. **Public Works Department**

The Police Department, Town Magistrate, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

#### DISCUSSION AND ACTION ITEMS

**Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.**

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. **Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of \$566,376 to construct water system improvements.**

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of \$566,376 to construct water system improvements. Voice vote 5-0, motion carried.

**3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:**

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

**4. Other Reports**

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

Mayor Deermmer said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

**5. Manager's Report**

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27<sup>th</sup>;
- Bids for the Water Control Services Building are due on Monday, September 27<sup>th</sup> at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

**6. Executive Session**

- A. For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).

There was no need for an Executive Session.

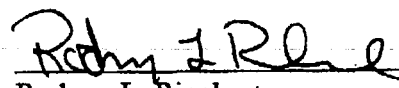
**7. Adjournment**

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21<sup>st</sup> day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5<sup>th</sup> day of October 2010

  
Rodney L. Rinehart  
Town Manager/Clerk

OFFICE OF THE  
WELLTON TOWN COUNCIL  
28634 Oakland Avenue  
Wellton, Arizona 85356



TOWN OF WELLTON  
COUNCIL MINUTES  
JANUARY 18, 2011

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

**Council Members Present:** Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

**Staff Present:** Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

**Guests:** Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public - No Comments**
- **Department Head Reports**
  - A. Police Department
  - B. Magistrate & Court Department
  - C. Fire Department
  - D. Public Works Department

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

### DISCUSSION AND ACTION ITEMS

1. **Approval of Cash Disbursements List**
  - A. **For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
  - A. **For the Regular Meeting of November 16, 2010**
  - B. **For the Regular Meeting of December 7, 2010**
  - C. **For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

**3. Presentation by Police Chief Titus on the current Nuisance Ordinance.**

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available. The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

**4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:**

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

- A. **VARIANCE CASE #11-401: Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.**

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

**B. Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.**

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

**5. Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

**Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

**7. Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

**8. First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.**

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't put any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is no permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

## 9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

**10. Manager's Report**

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8<sup>th</sup> and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

**11. Executive Session - No need for an Executive Session**

**12. Adjournment**

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18<sup>th</sup> day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5<sup>th</sup> day of April 2011



Rodney L. Rinehart  
Town Manager/Clerk

Exhibit "E"



NORTHERN  
ARIZONA  
UNIVERSITY

YUMA  
Branch Campus

NAU-Yuma  
PO Box 6238  
Yuma, AZ 85366-6238

928-317-8400  
928-317-6419 fax  
neu.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair  
Yuma County Board of Supervisors  
198 S. Main Street  
Yuma, AZ 85364

CC Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation  
Authority, Pursuant to A.R.S. § 28-9101, et seq.


Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

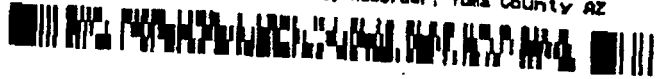
Sincerely,

  
Larry A. Gould, PhD  
Associate Vice President and Campus Executive Officer  
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00660 RESOLUTION  
01/10/2011 10:37:33 AM Pages: 3 Fees: \$0.00  
Requested By: CITY OF YUMA  
Recorded By: dshepard  
Robyn Stallworth Pima County Recorder, Yuma County AZ



Please return original document  
to the Board of Supervisors Office,  
ATTENTION: Dezarae Doten, 373-1105  
*(Name & phone number)*

## TYPE OF DOCUMENT:

Resolution No. 10-52

A Resolution of the Yuma County Board of Supervisors Establishing an  
Intergovernmental Public Transportation Authority within Yuma County, Pursuant to  
A.R.S. § 28-9102

## DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:  
December 13, 2010, Item No. D1.



**YUMA COUNTY BOARD OF SUPERVISORS  
RESOLUTION NO. 10-52**

**A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS  
ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION  
AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-9102.**

**WHEREAS:** Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

**WHEREAS:** The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

**WHEREAS:** The organizing municipalities are not contiguous and have unincorporated areas between them; and

**WHEREAS:** The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

**WHEREAS:** The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

**NOW, THEREFORE,** it is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13<sup>th</sup> day of December, 2010

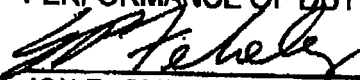
*Kathryn Casey Prochaska*  
KATHRYN "CASEY" PROCHASKA, Chairman

PAGE 2  
RESOLUTION NO. 10-52

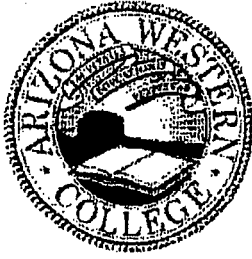
ATTEST:

  
ROBERT L. PICKELS, JR  
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF  
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

  
JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52\_Draft #3 RPks.doc



Office of the President  
P.O. Box 929  
Yuma, Arizona 85366-0929  
Voice: (928) 344-7500  
Fax: (928) 344-7709  
[www.azwestern.edu](http://www.azwestern.edu)

**Exhibit "G"**

August 8, 2011

John Andoh, CCTM, Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85364

Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority

John,

Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.

Please advise me what additional steps and actions may be required toward the completion of this requested action.

Sincerely,

A handwritten signature in cursive script that reads "Glenn E. Mayle".

Dr. Glenn Mayle, President

Exhibit "H"



## THE COCOPAH INDIAN TRIBE

*Office of the Tribal Chairwoman*

*14515 S. Veterans Drive*

*Somerton, AZ 85350*

*Tel: (928) 627-2102*

*Fax: (928) 627-3173*

*Email: cocotcsec@cocopah.com*

October 18, 2011

John Andoh, Transit Director  
2715 E. 14<sup>th</sup> Street  
Yuma, AZ 85364

**RE: Request to join the Yuma County Intergovernmental Public Transportation Authority.**

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,

A handwritten signature in black ink, appearing to read "Sherry Cordova", written over a horizontal line.

Sherry Cordova, Chairwoman  
Cocopah Tribal Council

**Exhibit "I"**

**Formula for Funding**

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is \$5.00.00.

See attached Schedule for FY 2011-2012.

Match Contributions - FY 2011-2012						
Agency	Membership	Votes	Population	%	Funding	%
Yuma County	Public	1	59,196	29.89%	\$ 158,011	29.89%
City of Yuma	Public	1	93,064	46.99%	\$ 248,415	46.99%
City of Somerton	Public	1	14,287	7.21%	\$ 38,136	7.21%
Town of Wellton	Public	1	2,882	1.46%	\$ 7,693	1.46%
City of San Luis	Public	1	25,505	12.88%	\$ 68,080	12.88%
Northern Arizona University*	College	1	-	0.00%	\$ -	0.00%
Arizona Western College*	College	1	-	0.00%	\$ -	0.00%
Cocopah Tribe*	Tribal	1	817	0.41%	\$ 2,181	0.41%
<b>TOTAL</b>		<b>9</b>	<b>198,051</b>	<b>100.00%</b>	<b>\$ 528,655</b>	<b>100.00%</b>

\*Buys access for students to ride YCAT for free.

\*Buys access for students to ride YCAT for free.

\*Cocopah pays an additional \$39,015 to provide Grey Route free fares and \$242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO \$ 528,655



## AGENDA ITEM REVIEW FORM

### Work Session

2.Q.

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, Interim City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff 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:

**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.

The City Attorney is reviewing the contract and the final version will be attached to the agenda item for the regular meeting on September 13, 2017. There will be no substantive changes.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

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>	\$50,000.00 plus travel and out-of-pocket expenses
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	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**

Renewal Letter FY 17-18

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August 9, 2017

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

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

RE: Renewal of Contract for Professional Services

Dear Mayor Sanchez,

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

#### **OUR UNDERSTANDING**

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

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

## OUR PROPOSAL

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

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

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

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

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

- More as determined appropriate by the City in consultation with RAI-N.

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

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

#### PROFESSIONAL STAFFING

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

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

#### OUR FEES AND EXPENSES

RAI-N will require an annual retainer of \$50,000 to be paid in 12 equal payments of \$4,166.67. We have found that this approach results in a more cost-effective and efficient use of time for our clients rather than the traditional charge on a per-copy, per-fax or any other function on an itemized basis. **The retainer reflects a substantial discount of the standard fees, a discount that was requested by the City of San Luis.**

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

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

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

#### **GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

RAI-N agrees to maintain in confidence all City or City related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone, for any reason, or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade

secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City.

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

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

**CONCLUSION**

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

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

Respectfully,  
FOR RAMÍREZ ADVISORS INTER-NATIONAL, LLC



Luis E. Ramírez Thomas, MSFS  
President

**FOR THE CITY OF SAN LUIS**

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

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

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

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

**ATTACHMENT #1**  
Professional Biography

**LUIS E. RAMÍREZ THOMAS, MSFS**

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

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

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

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

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

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

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

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

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

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

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

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



## AGENDA ITEM REVIEW FORM

### Work Session

2.R.

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible direction to staff on any and all matters regarding the contract with Amberly's Place, Inc. for fiscal year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

### SUMMARY:

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

**Amount:** The city has entered into agreements with Amberly's Place, Inc. in past years and has already budgeted funds in the amount of **\$41,808.00** for services to continue until the end of the Fiscal Year 2017-2018 on June 30, 2018. This is the same amount as last year.

The City Attorney is reviewing the contract and the final version will be attached to the agenda item for the regular meeting on September 13, 2017. No substantive changes will be made.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action.**

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

N/A

**Document to be Recorded?:** No

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>	\$41,808.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required

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

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

Account # 100-110-80000, City Council Contracted Services. Contract amount of \$41,808.00 is  
budgeted for Fiscal Year 2017-2018.

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**Attachments**

Letter  
FY17 Agreement

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April 19, 2017

Tadeo Azael De La Hoya  
City of San Luis City Manager  
1090 E Union Street  
San Luis, AZ 85349

Mr. De La Hoya,

Since Amberly's Place partnered with the City of San Luis in June of 2008, calls for services have increased consistently each year. Each call for service is a victim reaching out for help to leave an abusive relationship. In the first three months of 2017 San Luis represented the 2<sup>nd</sup> highest request for crisis response services in Yuma County (Yuma Police Department was the highest). As community leaders like yourselves speak out against violence and in support of Amberly's Place, the citizens of San Luis become increasingly more comfortable reporting abuse and seeking assistance. It is this partnership that serves to increase the safety and quality of life for those living in San Luis and I believe that the council and police department's investment in the citizens of San Luis are reflected in the numbers, with a 122% increase in calls for service in just the first three months of this year over the same period last year (Jan – Mar 2017 vs. Jan – Mar 2016).

Last year from February 2016 to February 2017 we provided services for 318 San Luis victims through your police department. Community members who came in for information and referral services are not included in that number. Due to the growth in calls for services in the City of San Luis we have a full time advocate in your community. One advocate with this agency is assigned to provide services out of the Amberly's Place office 5 days a week and the on-call advocates continue to respond to your community when called upon to do so 24/7.

The partnership this agency has with the City of San Luis Mayor and Council as well as the Police Department is very important to us. We have been able to provide 9 trainings for your law enforcement officers, as well ongoing peer review support on investigative practices. This last year you provided \$41,808.00 in funding to Amberly's Place Family Advocacy Center. We are hoping you will be able to provide the same level of funding this year of \$41,808.00.

Thank you for your on-going support it means so very much to our success with the victims in your community. Together we are making a difference.

Sincerely,

*Diane Umphress*  
Executive Director  
Amberly's Place

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The method of payment shall be as follows:

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

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

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

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

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

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

- A. The term of the Agreement shall be for one year commencing on July 1, 2017 and ending on June 30, 2018.
- B. The CITY agrees to pay AMBERLY'S PLACE as follows:
  1. The amount of \$41,808.00 for services to be provided by AMBERLY'S PLACE pursuant to this Agreement during City fiscal year 2017/2018.
- C. Funding of the Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the CITY.
- D. AMBERLY'S PLACE may request and receive, as available, from the Purchasing Division of the CITY, certain specified CITY surplus items as required for AMBERLY'S PLACE'S operations. Determination of which surplus items are available to AMBERLY'S PLACE shall be at the sole discretion of the CITY.
- E. Renewal of this Agreement beyond the current agreement will be contingent upon AMBERLY'S PLACE performance hereunder. If AMBERLY'S PLACE'S performance does not, in all material respects, meet the minimum requirements as described in Section I. of this Agreement, this Agreement may not be renewed by the City Council.
- F. Nothing herein shall preclude the CITY from contracting separately with AMBERLY'S PLACE for services to be provided in addition to those provided hereunder, upon terms and conditions to be negotiated by the CITY and AMBERLY'S PLACE.

#### **IV. TERMINATION**

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

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

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

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

#### **VI. INSURANCE**

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

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

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

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

B. Financial Review.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Amberly's Place, Inc.  
1310 S. 3<sup>rd</sup> Avenue  
Yuma, AZ 85364

P. Compliance With A.R.S. § 23-214.

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

I. Sudan and Iran.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

CITY OF SAN LUIS, a municipal corporation

Amberly's Place, Arizona non-profit corporation

\_\_\_\_\_  
Tadeo A. De La Hoya, City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ITEM REVIEW FORM

### Work Session

2.S.

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

### SUMMARY:

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

**Amount:** The city has entered into an agreement with PPEP in the past and has already budgeted funds in the amount of **\$26,000.00** for the Youth Build Program until the end of the Fiscal Year 2017-2018 on June 30, 2018.

The City Attorney is reviewing the contract and the final version will be attached to the agenda item for the regular meeting on September 13, 2017. No substantive changes will be made.

### RECOMMENDATION / SUGGESTED MOTION:

**Discussion and possible directions to staff only, no action.**

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

N/A

**Document to be Recorded?:** No

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>	\$26,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required

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

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

Account # 100-110-80000, City Council Contracted Services. Contracted amount of \$26,000.00 is budgeted for Fiscal Year 2016-2017.

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**Attachments**

FY17 Agreement

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## **Funding Agreement**

The AGREEMENT entered into as of this 1st **day of July, 2017**, between the City of San Luis, Arizona, (hereinafter referred to as “City”) and Portable Practical Education Preparation, Inc. (PPEP), (hereinafter referred to as “Contractor”).

WITNESSETH THAT:

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

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

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

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

1. Name of Activity: YouthBuild Program
2. Description: (see ATTACHMENT I)
3. Funding Agreement Total: \$26,000
4. Period of Coverage under this agreement: July 1, 2017 to June 30, 2018
5. Number served: 80% of YouthBuild enrollees from San Luis will graduate from the program

### **B. PERFORMANCE MONITORING**

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

### **C. NOTICES**

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

## CITY

Name:

Title: Director of Community Development

Address: P.O. Box 1170

San Luis, Arizona 85349

Telephone:

928-341-8584

## CONTRACTR

Ms. Kari Hogan

Chief Administrative Officer

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

Tucson, Arizona 85713

520-770-2500

## D. SPECIAL CONDITIONS

None

## E. CONTRACTOR RECOGNITION

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

## F. INDEPENDENT CONTRACTOR

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

## G. WORKERS COMPENSATION

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

## H. GENERAL CONDITIONS

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

2. Time of Performance: **This AGREEMENT shall take effect on the 1<sup>st</sup> day of July 2017 through and including the 30<sup>th</sup> day of June 2018.**

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

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

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

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

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

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

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

a. Violates any provision of this AGREEMENT; OR

b. Fails to complete performance in a timely manner

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

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

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

City of San Luis

Contractor

By \_\_\_\_\_

By \_\_\_\_\_

Title: City Manager

Title:

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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

Approved as to form:

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



## AGENDA ITEM REVIEW FORM

### Work Session

2.T.

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

### SUMMARY:

**Service:** Yuma Community Food Bank provides, free of charge, food to low-income persons in the City of San Luis.

**Amount:** The city has entered into an agreement with the Yuma Community Food Bank in the past and has already budgeted **\$15,000.00** for food to low-income persons in the City of San Luis until the end of the Fiscal Year 2017-2018 on June 30, 2018.

The City Attorney is reviewing the contract and the final version will be attached to the agenda item for the regular meeting on September 13, 2017. No substantive changes will be made.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$15,000.00  
**BUDGETED AMOUNT:** Yes  
**AVAILABLE AMOUNT TO TRANSFER:** No Transfer Needed  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Account  
#100-110-80007-Sponsorships/Pledges  
/Remaining Balance \$41,650.00

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

Account No: 100-110-80007, City Council Sponsorships/Pledges. Contract amount is budgeted for Fiscal Year 2017-2018.

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### Attachments



August 23, 2017

City of San Luis  
Tadeo Angel De La Hoya  
City Manager  
1090 E. Union Street  
P. O. Box 1170  
San Luis, AZ 95349

Mr. De La Hoya;

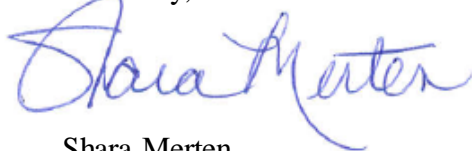
The Yuma Community Food Bank (YCFB) has been providing food assistance since 1978 by transporting and distributing food through multiple programs, to the San Luis Community. These programs include the distribution of USDA Commodities through The Emergency Food Assistance Program (TEFAP), the Commodity Supplemental Food Program (CSFP), Produce Distributions and food support to the San Luis Senior Nutrition Center.

With funding from San Luis, YCFB will continue to enhance our ability to serve the needs of the underserved members in your community. It is common knowledge that the economy has affected everyone and is slow in its return. To combat this, YCFB continues to provide any and all resources available toward procuring food and providing efficient distribution of it. In the last fiscal year, we served 908 families with an average of 63,560 pounds of food distributed into the San Luis community. In the prior fiscal year, we distributed to 474 families with 28,440 pounds.

We request support in the amount of \$15,000 for fiscal year 2018. YCFB has truly appreciated the support and partnership that the City Council has provided to the Food Bank previously. It is with your support that we are able to provide food to those in need and we look forward to collaborating in our fight against hunger in your community.

If you need any additional information or if I may make a presentation to your council, please feel free to contact me: (928) 259-2203 or [smerten@yumafoodbank.org](mailto:smerten@yumafoodbank.org).

Gratefully,



Shara Merten  
President/CEO

## AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona ("City"), and Yuma Community Food Bank, 2404 E. 24<sup>th</sup> Street, Yuma, AZ 85365.

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

1. The City agrees to pay to Yuma Community Food Bank the sum of \$15,000.00 (FIFTEEN THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.
2. Between July 1, 2017 and June 30, 2018, Yuma Community Food Bank promises to deliver food to needy persons within the City limits of City of San Luis at least twice per month and to do so free of charge to said needy persons.
3. Food shall be distributed to all qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.
4. Distribution of food shall at all times conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.
5. Indemnification. Yuma Community Food Bank agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless from and against any and all losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by Yuma Community Food Bank. Yuma Community Food Bank obligations under this paragraph shall survive expiration or termination of this agreement.
6. General Provisions.
  - A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Yuma Community Food Bank of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.
  - B. Attorney's Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorney's fees shall be included therein, such fees to be set by the court and not by jury.

- C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.
- D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- E. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.
- F. Time of the Essence. Time is of the essence of this contract.
- G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between City and Yuma Community Food Bank. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- I. Amendment. No change or additions are to be made to this agreement except by written amendment executed by the parties hereto.

Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 35-511.

- K. Reformation. Should any term, provision, covenant or condition of the agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.
- L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the district of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

- M. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
  
- N. No Personal Liability. No member, official or employee of the City shall be personally liable to Yuma Community Food Bank, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Yuma Community Food Bank or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.
  
- O. Employment Eligibility. Yuma Community Food Bank hereby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that related to its employees and with A.R.S. 523-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Yuma Community Food Bank and any contractor or subcontractor employee of Yuma Community Food Bank to ensure that Yuma Community Food Bank and any of its contractors or subcontractors are compliant with this warranty.
  
- P. Compliance with Law. Licensee agrees that in the distribution of food it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the Yuma County Health Department.
  
- Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

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

Yuma Community Food Bank

City of San Luis

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

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

Tadeo A. De La Hoya,  
City Manager



# AGENDA ITEM REVIEW FORM

**Work Session**

**2.U.**

**Meeting Date:** 09/06/2017  
**Department Head:** Tadeo De la Hoya, City Manager, Administration  
**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council  
**Action Requested:** Discussion Item - No Action to be Taken

**ITEM:**

Discussion and possible directions to staff on any and all matters regarding approval of a contract for the ComicCon event in San Luis, Arizona for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

**SUMMARY:**

**Service:** Arizona Western College Students and others through the Yuma County Arts and Cultural Group will put on an event in the City of San Luis called Blazing Desert ComicCon in March of 2018. The event was successful in 2016 and 2017 and it attracts crowds from out of town to the city. The group will use the city logo in their advertising for the event which will promote the city. The event also provides recreation, entertainment and a cultural experience for city residents who attend.

**Amount:** The city has contributed to this event for the past two (2) years and has already budgeted **\$2,000.00** for the event for the Fiscal Year 2017-2018 ending June 30, 2018.

The City Attorney is reviewing the contract and the final version will be attached to the agenda item for the regular meeting on September 13, 2017. No substantive changes are anticipated.

**RECOMMENDATION / SUGGESTED MOTION:**

Discussion and possible directions to staff only, no action..

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

N/A

**Document to be Recorded?:** No

N/A

**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$2,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Needed
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Account #100-110-80007-Sponsorships/Pledges/Remaining Balance \$41,650.00

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

Account No: 100-110-80007, City Council Sponsorships/Pledges. Contract amount of \$2,000.00 is budgeted for Fiscal Year 2017-2018.

**Attachments**

Letter  
Agreement

Antonio C. Carrillo  
P.O. Box 4293  
San Luis, Arizona 85349

April 20, 2017

Mayor Gerardo Sanchez and Council Members  
City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

Dear Mayor Sanchez and members of the Council,

The Blazing Desert ComicCon – San Luis, Arizona continues to highlight our community positively in our region and beyond.

This year, the artists' line-up included **Los Angeles** based Carla Perez, actress who portrayed *Rita Repulsa* in the TV series *Mighty Morphin Power Rangers* and Jason Ybarra, actor who depicted the Red Power Ranger in the same TV program and has been contributing with singer Vanilla Ice in his "I Love the 90s" world tour.

**The different activities and additional guests included:**

- Mario Kent and Pokemon Video Games
- Dungeons and Dragons, Pokemon & Force of Will, Vanguard & Yu-Gi-Oh, and Magic & Weis Schwarz Card Tournaments
- **Phoenix** Natalie Arvizu cosplayer, Corgi Cosplay, Heartless Aquarius cosplayer
- **Yuma** - LilimOO Cosplayer, Laru Cosplayer, MoNic Cosplayer
- **Tucson** - Stray Kat Cosplayer.
- **Minnesota** - Rufus: Supernatural Impala and the Tardis
- **Phoenix** - The Arizona Legacy Rangers
- **San Diego** - Star Trek Continues – Cat and John Roberts
- **Hollywood** - MusicBand "Knight od Audio"
- **Yuma** – BorderCity RollerGirls
- All-Day Panel discussions
- Food and merchandise vendors and more

Accommodating all these guests has become quite a financial challenge and has made it difficult for our group of volunteers to sustain an event of this magnitude. We hope that our city government continues to support this event and provides us with the financial support to bring this event in 2018.

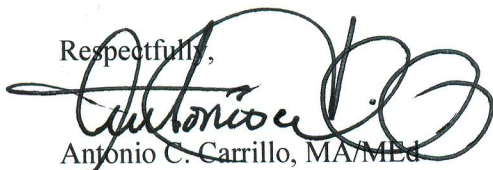
For these reasons and on behalf of the organizers, I would like to request your financial assistance in the amount of \$5,000 for this purpose.

I have included a list of benefits that this event has brought to our community.

- Promoting a positive image of San Luis
- Organizing a family event
- Diversity of comic con fans in our city
- Accessing activities that are usually only available in large urban and cosmopolitan cities
- Encouraging the inclusion of peoples of all backgrounds in a single event
- Impacting positively San Luis businesses
- Scholarship fund for SYC students
- Mentoring youngsters as future leaders

If you have any questions, please contact me at your convenience at (928) 246-5212 or via email.

Respectfully,



Antonio C. Carrillo, MA/MEd

Cc: Mr. Tadeo de La Hoya

## **AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between Yuma County Arts and Cultural Group, of P.O. Box 4293 San Luis, Arizona 85349, ("Group"), and City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona ("City").

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

The 2016 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, beginning on or about March \_\_\_\_, 2018, and ending on or about March \_\_\_\_\_, 2018, pursuant to the terms and conditions of this agreement.

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

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

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

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

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

- A. City shall pay \$2,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.
- B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona available for the 2018 Annual Blazing Desert ComicCon events.
- C. Otherwise, all expenses in any way pertaining to Blazing Desert ComicCon shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to Blazing Desert ComicCon.

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

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

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

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by April 4, 2018 showing an accounting of the City's Sponsorship and providing copies of receipts.

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

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

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

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

## **SECTION TEN. NO WAIVER**

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

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

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

## **SECTION TWELVE. GOVERNING LAW**

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

## **SECTION THIRTEEN. SEVERABILITY**

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

## **SECTION FOURTEEN. ENTIRE AGREEMENT**

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

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

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

## **SECTION SIXTEEN. SECTION HEADINGS**

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

**SECTION SEVENTEEN. COUNTERPARTS**

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

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

Yuma County Arts and Cultural Group

City of San Luis, Arizona

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Antonio Carrillo

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Tadeo A. De La Hoya, City Manager



## AGENDA ITEM REVIEW FORM

### Work Session

2.V.

**Meeting Date:** 09/06/2017

**Department Head:** Tadeo De la Hoya, Interim City Manager, Administration

**Submitted By:** Laura Herrera, Assistant to Council / PIO, City Council

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

### SUMMARY:

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

**Amount:** The city has entered into an agreement with Gethsemani Food Ministry in the past and has already budgeted **\$3,000.00** to provide food for families that are going through an economic hardship in the City of San Luis. This agreement is for the Fiscal Year 2017-2018 ending on June 30, 2018.

The City Attorney is reviewing the contract and the final version will be attached to the agenda item for the regular meeting on September 13, 2017. No substantive changes are anticipated.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

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>	\$3,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No transfer needed.

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** City Council's  
Sponsorships/Pledges Account  
No. 100-110-80007 \$41,650.00

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

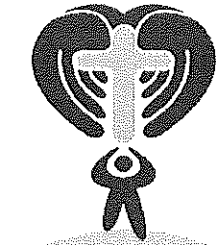
Balance before purchase will be obtained from finance before the Work Session on September 6, 2017.

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**Attachments**

Letter  
Agreement

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*Jose Manuel Castro  
Pastor / President.*

## **GETHSEMANI FOOD MINISTRY** *SAN LUIS INDEPENDENT FOOD BANK*

**1010 "B" Street / P.O. BOX 3137 San Luis AZ. 85349**

**Phone & Fax: (928) 627-2678 - Mobil: 928-446-2200**

*Facebook: Gethsemani Church*

Manuelcastro12@msn.com

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May 11, 2017.

Dear City of San Luis, AZ.

Our most honorable City Mayor, Administrator and members of the Council,

It is our prayer that the good Lord be blessing and keeping each one of you. Because Scripture reminds us to pray for our leaders in the community, when we gather to pray, we intercede for you in prayer as He fills you with much wisdom and sensitivity to conduct and manage the affairs of our great city.

With great humbleness I make you aware of the program we have in place to help the needy and less fortunate of our city. We have been donating tons of food like never before. It's impressive the amount of food we gather on a weekly basis from various locations, like: Nogales, Tucson, Phoenix and Yuma. Our purpose has always been to fight hunger in the name of Christ. Thanks to the Lord we have two trucks available to make these runs- these trucks are our way of transport in order to support hundreds of families who go hungry in our community each month. In order for us to continue serving our community we need a partner to help us with the expenses of making possible the renewal of the license plates for the two trucks. They are expiring this month of June.. In order for us to renew the tags, we need to come up with approx. \$4,000 dollars.

***Our prayer is that our City of San Luis, AZ can stand with us in support with \$3,000 dollars.***

We appreciate with all of our heart your generous support as we continue to fight hunger in our city and support our community activities. Thank you!

Optimistically,

Jose M. Castro. President / Pastor.

## AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona ("City"), and Gethsemani Food Ministry, 1011 B Street, P.O. Box 2067, San Luis, AZ 85349, ("Food Ministry").

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

1. The City agrees to pay to Food Ministry the sum of \$3,000.00 (THREE THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.
2. Between July 1, 2017 and June 30, 2018, Food Ministry promises to deliver food to needy persons within the City limits of City at least once a week and to do so free of charge to said needy persons.
3. Food shall be distributed to all qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.
4. Distribution of food shall at all times conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.
5. Indemnification. Food Ministry agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless from and against any and all losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by Food Ministry. Food Ministry's obligations under this paragraph shall survive expiration or termination of this agreement.
6. General Provisions.
  - A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Food Ministry of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.
  - B. Attorney's Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorney's fees shall be included therein, such fees to be set by the court and not by jury.
  - C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

- D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- E. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.
- F. Time of the Essence. Time is of the essence of this contract.
- G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between City and Food Ministry. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- I. Amendment. No change or additions are to be made to this agreement except by written amendment executed by the parties hereto.

Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 35-511.

- K. Reformation. Should any term, provision, covenant or condition of the agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.
- L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the district of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

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

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

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

P. Compliance with Law. Licensee agrees that in the distribution of food it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the Yuma County Health Department.

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

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

Gethsemani Baptist Church, Gethsemani,  
Food Ministry

City of San Luis

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

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

Tadeo A. De La Hoya,  
City Manager



## AGENDA ITEM REVIEW FORM

### Work Session

3.A.

**Meeting Date:** 09/06/2017

**Department Head:** Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding procedures for Model Homes. **(Jose A. Guzman, Acting Planning and Zoning Director)**

### SUMMARY:

The City of San Luis typically does not allow construction of homes until the subdivision improvements have been installed, inspected, approved and accepted by the city. However, the current Zoning Regulations allow model homes or a temporary sales office pertaining to the sale of homes being constructed in the immediate subdivision as a temporary use. A developer is requesting a permit to allow model homes in a subdivision that is under construction.

In an effort to assist in marketing homes earlier in the subdivision development process, staff believes this is the time to establish procedures and regulations to permit construction of model homes and/or installation of a temporary sales office in a subdivision prior to the subdivision improvements being 100% complete and accepted by the city.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A

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

N/A

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**Attachments**

Model Homes Policies 8/30/17

Agreement for Model Homes 8/30/17

R1-6

Temporary Use Permit

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CITY OF SAN LUIS  
PLANNING AND ZONING DEPARTMENT  
POLICIES AND PROCEDURES

**SUBJECT:** Temporary Use and Building Permits for Model Homes and Temporary Sales Office

**EFFECTIVE DATE:** <DATE>

**PURPOSE:**

To establish procedures to allow construction of model homes and/or installation of temporary sales office in a subdivision prior to the subdivision improvements being 100-percent complete and accepted by the City.

**SCOPE:**

This policy shall apply to issuance of temporary use and building permits for model home and/or sales office in residential subdivisions.

**BACKGROUND:**

Historically, issuance of building permits for sales offices and/or model homes was not permitted until construction of the subdivision was complete. However, the current Zoning Regulations allows model homes or temporary sales office pertaining to the sale of homes being constructed in the immediate subdivision as a temporary use. In an effort to assist in marketing the product earlier in the subdivision development process, staff has created this method to allow construction of model homes and/or temporary sales office.

**POLICY:**

For the purpose of building permits for model home or temporary sales office, the following shall apply:

1. This policy shall not apply to land partitions.
2. A temporary use permit and any applicable building permits shall be obtained prior to the construction/installation of any model home and/or temporary sales office. No permit shall be issued prior to the posting of assurances for the subdivision improvements.
3. A maximum of one model home is allowed for subdivisions with 10 to 25 lots, two model homes for subdivisions with 25 to 50 lots, and no more than four model homes for subdivisions with 50 or more lots. The determination of the number of allowed building permits for model homes will be made based on the final plat application in progress and not on later final plat applications in a phased plan.
4. The applicant shall have a registered professional surveyor stake the model home foundation to demonstrate to the building inspector that the structure will be placed consistent with the final plat approval.

5. The Public Works Director or his/her designee shall determine which lots are available for model home construction and/or temporary sales offices. The lots shall be within close proximity to a pre-existing arterial, collector, or other pre-existing public street as acceptable to the Public Works Director. A minimum of certain roadway improvements will be required to avoid potential home buyers crossing roadways, curb or sidewalk construction zones during the model home viewing.
6. All street for emergency access and water supply for fire protection should be in accordance with the requirements of the Fire Department.
7. A demolition bond will be required when a developer requests to construct model homes in a subdivision that has not been recorded. This demolition bond is required to recover costs associated with removing the homes in the event the subdivision is not approved. The required CASH bond amount will be \$25,000.00 dollars per home.
8. Building permits for model homes shall only be issued to the subdivision owner or his/her agent. In no case shall the number of building permits exceed that permitted by Section 3 of this policy.
9. The applicant shall submit a written statement in a form approved by the City Attorney that holds the City of San Luis harmless of any consequences that would arise by allowing issuance of building permits for model homes and sales facilities. All cost to remedy problems that arise shall be borne by the applicant. Approval of the building permit(s) for one or more model homes shall not be construed to mean that the public improvements are defect-free, complete, or accepted by the City or that the development is in compliance with any City code or requirements.
10. No connection of the model home or temporary sales office to any water, sanitary, or storm sewer utility shall be allowed unless the system(s) are deemed complete and accepted by the Public Works Director or his/her designee.
11. No residential occupancy shall be allowed until a notice of completion of the public improvements is obtained from the Public Works Department.
12. No occupancy or use of a temporary sales office shall be allowed until a temporary use permit and a temporary certificate of occupancy has been issued. Temporary sales office shall be removed upon expiration of the temporary use permit or the last lot is sold, whichever occurs first.

QUESTIONS: Questions regarding application of this policy should be directed to the Planning and Zoning Department.



# CITY OF SAN LUIS

Planning and Zoning Department

## Agreement for Model Homes and Temporary Sales Offices

\_\_\_\_\_, requests a  
(Owner/Agent)

building permit on \_\_\_\_\_ in  
(Lot Number or Address)

\_\_\_\_\_ Subdivision/Development,  
(Subdivision/Development Name)

I, \_\_\_\_\_, **agree to and understand the following conditions:**  
(Owner/Agent)

1. That a temporary use permit must be obtained from the Development Services Division. That if the building is to be used as a sales office, a temporary certificate of occupancy is issued prior to such use, and occupancy.
2. That not all improvements for the subdivision are complete at the time the building permit is issued. That approval of building permit(s) for one or more model homes does not mean that the public improvements are defect-free, complete or accepted by the City, or that the development is in compliance with any City code or requirement.
3. That all streets for emergency access and water supply for fire protection shall be in accordance with the requirements of the Fire Department.
4. That a demolition bond will be required when a developer requests to construct model homes in a subdivision that has not been recorded. This demolition bond is required to recover costs associated with removing the homes in the event the subdivision is not approved. The required bond amount will be \$15,000.00 dollars per home.
5. That all work authorized under the building permit is done at my risk and any work not in conformity with applicable codes and regulations shall be removed, altered or corrected at my expense.
6. That no occupancy of the building(s) as a residence will be permitted until the City certifies that all the public utilities are complete, operational and accepted, and that the building cannot be represented as ready for occupancy until the City has issued a certificate of occupancy.
7. That I shall have a registered professional surveyor stake the model home foundation(s) to demonstrate, to the building inspector, that the structure will be placed consistent with the final plat approval.

8. That I shall be responsible for location of any utility connections and no connection to any water, sanitary or storm sewer utility shall be allowed unless the system(s) are deemed substantially complete.

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Planning and Zoning Director or Designee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Revised July 2017

- c: City Attorney  
Public Works Director  
Building Plans Examiner  
Fire Inspector

**§ 152.078 “R1-35”, “R1-20”, “R1-12”, “R1-8”, “R1-6” AND “R1-5” LOW AND MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS.**

(D) *Temporary uses - “R1-35”, “R1-20”, “R1-12”, “R1-8”, “R1-6” and “R1-5” zoning districts.*

(1) Model homes or temporary sales office pertaining to the sale of homes being constructed in the immediate subdivision. In the review for a model home or sales office, the city may consider lighting, landscaping, hours of operation, signage, parking, duration, and neighborhood impact. Approval may be granted for a two year period, or until all lots in the subdivision are sold, whichever occurs first.

(2) Temporary construction site trailer pertinent to the construction of the homes and public improvements within the immediate subdivision.

(3) Temporary uses such as revivals, carnivals, circus, auctions, holidays or seasonal boutiques or tree lots in conjunction with appropriate dust control abatement.

(4) Garage sales are limited to three consecutive days conducted no more frequently than three times per year per residential location. Sales of this nature occurring beyond these limits are prohibited.

## **§ 152.044 TEMPORARY USE PERMITS.**

(A) *Purpose.* The temporary use permit is a mechanism by which the city may allow a use to locate within the city on a short-term basis and by which it may allow seasonal or transient uses not otherwise allowed. Permanent structures shall not be permitted under a temporary use permit. Permissible temporary uses are those delineated within the individual zoning districts of this chapter. Prior to conducting or establishing a temporary use, a temporary use permit must be approved and secured from the City Zoning Administrator.

(B) *Pre-application.* Before the city shall accept any applications, the applicant may schedule and attend a pre-application meeting. The purpose of the pre-application meeting is to discuss, in general, the procedures and requirements for a temporary use permit pursuant to these regulations.

(C) *Application.*

(1) All applications shall be filed with the Zoning Administrator on a form provided by the city and shall be accompanied by the required fee and all required materials as outlined in this chapter and/or on the application. Depending upon the specific circumstances of the temporary use additional materials may be required by the city in order to adequately review the application. Only complete applications shall be accepted.

(2) Every temporary use permit issued shall be applicable only to the specific use, specific person, entity or organization, and to the specific property for which it is issued.

(3) Approval of the temporary use permit by the city does not waive any other county or state approvals that may be required.

(D) *Submittal requirements.* All temporary use permit applications shall comply with the submittal requirements as outlined on the application form obtained from the city and shall be submitted to the Zoning Administrator not less than 15 days nor more than 30 days prior to the desired start date of the temporary use permit.

(E) *Procedures.*

(1) The Zoning Administrator shall review the application in accordance with the criteria outlined below in division (F) of this section. The Zoning Administrator shall solicit review comments in accordance with general review procedures.

(2) The Zoning Administrator shall not approve or modify and approve an application for a Temporary Use Permit unless the following criteria, specific regulations, and time limitations are met.

(3) If the Zoning Administrator denies the temporary use permit, the applicant may appeal the Administrators' decision to the Board of Adjustment.

(F) *Approval criteria.* The Zoning Administrator or, upon appeal, the Board of Adjustment shall have the authority to require such reasonable conditions as necessary to protect the public health, safety and general welfare and to ensure that the use, value and qualities of the neighborhood surrounding the proposed location will not be adversely affected. Approval shall be based on the review of the following criteria:

(1) *Traffic.* The location of the temporary use and any temporary structure is such that adverse effects on surrounding properties will be minimal with regards to the type of traffic generated, the amount of traffic generated, or the impact upon the traffic circulation in the area.

(2) *Parking and access.* Adequate off-street parking will be provided to serve the use without displacing the required off-street parking spaces or loading areas of the principal permitted use on the site. The entrance and exit drives will be designed to prevent traffic hazards and nuisances.

(3) *Signage.* Signage for temporary uses shall only be displayed within the time frame for which the temporary use permit is valid and only with a sign permit issued in accordance with this chapter.

(4) *Number on parcel.* Only one temporary use permit shall be permitted per parcel or lot at any given time.

(G) *Validity limit.*

(1) The temporary use permit shall be valid for the use for which the permit was granted for the length of time indicated on the permit as long as the use is in compliance with the conditions of approval and other applicable ordinances.

(2) A temporary use permit for a temporary structure shall be limited to a period of time not to exceed six months from the date of approval unless otherwise outlined in this chapter. The temporary use permit may be renewed provided that the property owner submits satisfactory evidence to the Zoning Administrator that the need for such temporary structure continues to exist.

(3) In no case, shall the termination date of a temporary use permit be automatically extended as a result of a delay on the applicant's part to comply with the conditions stipulated in the temporary use permit.

(4) Time extensions for a temporary use permit shall be processed in the same manner as the original permit.

(Ord. 312, passed 4-11-2012)



## AGENDA ITEM REVIEW FORM

### Work Session

3.B.

**Meeting Date:** 09/06/2017

**Department Head:** Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Acting Planning & Zoning Director, Planning & Zoning Department

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding a possible text amendment to the City of San Luis Zoning Regulations to amend the provisions for side yard setbacks for R1-6 Zoning District. **(Jose A. Guzman, Acting Planning and Zoning Director)**

### SUMMARY:

As an effort to alleviate the demand for bigger houses the City Council approved Ordinance No. 347, an ordinance to set up the minimum lot size to 6,000 square feet. However, there are still many empty lots around the City that are less than 6,000 square feet making it difficult to construct a bigger home.

Ordinance No. 347 also provides that all existing single family lots in an R-2 zone must be built to R1-6 design standards. By changing R1-6 design standards this works to capture all of these lots and all new 6,000 square feet lots in the future.

This proposed amendment will allow the reduction of the side yard setback from 7 feet to 5 feet on an R1-6 district. However, construction with setbacks of less than 7 feet but no greater than 5 feet must be constructed with a minimum of a 2-hour fire resistive construction.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

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

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

N/A

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**Attachments**

Proposed Amendments

Proposed Ordinance

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**Proposed Amendments to the City of San Luis City Code Chapter 15 Zoning Regulations  
Section 152.078(E) Design Standards Table No. 3**

**TABLE No. 3  
Development Standards – Single Residence Zoning Districts**

<i>Zoning District</i>	<i>Minimum Lot Size (ac./sq ft)</i>	<i>Minimum Lot Width (feet)</i>	<i>Maximum Bldg. Height (feet)</i>	<i>Minimum Yard Setback (feet)</i>					<i>Maximum Lot Coverage</i>
				<i>Front</i>	<i>Garage Entrance</i>	<i>Side</i>	<i>Street Side</i>	<i>Rear</i>	
“RA-10”	10 acres	330	35(b)	50	40	30 & 30	50	50	10%
“SR-5”	5 acres	220	35(b)	40	40	30 & 30	40	40	15%
“SR-2”	2 acres	120	35(b)	30	30	30 & 30	30	40	20%
“R1-35”	35,000 sf	100	30	30	30	15 & 15	30	40	30%
“R1-20”	20,000 sf	100	30	25	20	10 & 10(c)	15	30(c)	40%
“R1-12”	12,000 sf	80(a)	30	20	18	7 & 7(c)	10	25(c)	45%
“R1-8”	8,000 sf	70(a)	30	20	18	7 & 7(c)	10	20(c)	50%
“R1-6”	6,000 sf	60(a)	30	20	18	7 & 7(c) & 5 (d)	10	10(c)	50%
“R1-5”	5,000 sf	50(a)	20	15	18	5 & 5(c)	10	10(c)	50%

- (a) Lot width on corner lots shall be increased by five feet.
- (b) Accessory agricultural buildings may be permitted additional height in accordance with regulations in §§ 152.210 through 152.226.
- (c) Increased setbacks for institutional uses allowed by C.U.P. shall be increased one foot for every two foot of building height, but in no case less than 20 feet.
- (d) 5 foot setbacks shall be permitted in a R1-6 District where the projections beyond a 7 foot setback are constructed with not less than 2 hour fire resistive construction.

NO.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING REGULATIONS SECTION 152.078(E) DESIGN STANDARDS TABLE NO. 3 DEVELOPMENT STANDARDS TO AMEND THE PROVISIONS FOR SIDE YARD SETBACKS FOR R1-6 ZONING DISTRICT; REPEALING ANY CONFLICTING PROVISIONS; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR SEVERABILITY.

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

**SECTION 1:** Subsection 152.078(E) Design Standards Table 3 Development Standards for Single Family Zoning Districts is hereby amended to read as follows:

**TABLE No. 3**  
**Development Standards – Single Residence Zoning Districts**

Zoning District	Minimum Lot Size (ac./sq ft)	Minimum Lot Width (feet)	Maximum Bldg. Height (feet)	Minimum Yard Setback (feet)					Maximum Lot Coverage
				Front	Garage Entrance	Side	Street Side	Rear	
"RA-10"	10 acres	330	35(b)	50	40	30 & 30	50	50	10%
"SR-5"	5 acres	220	35(b)	40	40	30 & 30	40	40	15%
"SR-2"	2 acres	120	35(b)	30	30	30 & 30	30	40	20%
"R1-35"	35,000 sf	100	30	30	30	15 & 15	30	40	30%
"R1-20"	20,000 sf	100	30	25	20	10 & 10(c)	15	30(c)	40%
"R1-12"	12,000 sf	80(a)	30	20	18	7 & 7(c)	10	25(c)	45%
"R1-8"	8,000 sf	70(a)	30	20	18	7 & 7(c)	10	20(c)	50%
"R1-6"	6,000 sf	60(a)	30	20	18	7 & 7(c) & 5 (d)	10	10(c)	50%
"R1-5"	5,000 sf	50(a)	20	15	18	5 & 5(c)	10	10(c)	50%

(a) Lot width on corner lots shall be increased by five feet.

(b) Accessory agricultural buildings may be permitted additional height in accordance

with regulations in §§ 152.210 through 152.226.

(c) Increased setbacks for institutional uses allowed by C.U.P. shall be increased one foot for every two foot of building height, but in no case less than 20 feet.

(d) 5 foot setbacks shall be permitted in a R1-6 District where the projections beyond a 7 foot setback are constructed with no less than 2 hour fire resistive construction.

**SECTION 2:** In the event of a conflict between the provisions of this Ordinance and any other ordinance, resolution, regulation, code, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this Ordinance shall govern.

**SECTION 3:** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**PASSED AND ADOPTED** by the Mayor and Council of City of San Luis, Arizona, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



## AGENDA ITEM REVIEW FORM

### Work Session

3.C.

**Meeting Date:** 09/06/2017

**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office

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

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible direction to staff on any and all matters regarding starting a Youth Advisory Council program in the City of San Luis. **(Vice-Mayor Maria Cecilia Ramos)**

### SUMMARY:

Vice-Mayor Maria Cecilia Ramos requested that this item be placed on the work session for discussion.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

There is no fiscal impact associated with this item.

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## AGENDA ITEM REVIEW FORM

### Work Session

3.D.

**Meeting Date:** 09/06/2017

**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office

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

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding "In God We Trust-America, Inc." (**Vice-Mayor Maria Cecilia Ramos**)

### SUMMARY:

In God We Trust-America, Inc's, mission is to promote patriotism by encouraging elected officials to "Vote Yes" to legally display the Congressionally approved national motto "In God We Trust" in every City, County Chamber and State Capitol in America.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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

N/A

**Document to be Recorded?:** No

N/A

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

There is no fiscal impact associated with this item.

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### Attachments

In God We Trust Email Information

Pacific Justice Institute-Legal Opinion

Proposed Resolution



## Melissa Lopez

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**From:** Sonia Cornelio  
**Sent:** Monday, August 28, 2017 9:02 AM  
**To:** Melissa Lopez  
**Subject:** Fwd: \*Will You "Vote Yes?" IN GOD WE TRUST-AMERICA, INC.  
**Attachments:** Sample Resolution.pdf; ATT00001.htm; Legal Opinion.pdf; ATT00002.htm; 642 - Yes Vote - Cities and Counties Across America - 642 (2).docx; ATT00003.htm

Sent from my iPhone

Begin forwarded message:

**From:** "Maria C. Ramos" <[MRamos@cityofsanluis.org](mailto:MRamos@cityofsanluis.org)>  
**To:** "Sonia Cornelio" <[SCornelio@cityofsanluis.org](mailto:SCornelio@cityofsanluis.org)>  
**Subject:** Fwd: \*Will You "Vote Yes?" IN GOD WE TRUST-AMERICA, INC.

Hello Sonia ,  
This is one of my three items for the work session .  
Maria C. Ramos

Begin forwarded message:

**From:** "Jacquie Sullivan" <[jacquie@libertystar.net](mailto:jacquie@libertystar.net)>  
**To:** "Maria C. Ramos" <[MRamos@cityofsanluis.org](mailto:MRamos@cityofsanluis.org)>  
**Subject:** \*Will You "Vote Yes?" IN GOD WE TRUST-AMERICA, INC.

Hello Maria, I was delighted to meet you at the EXPO. Here is our email packet.  
Thank you for your interest and eagerness to do this in your city. Please call for me to help you anyway possible.  
IN GOD WE TRUST  
Jacquie Sullivan



***IN GOD WE TRUST-AMERICA,  
INC.***

**Our Mission**  
**To Promote Patriotism**  
**By Encouraging Elected Officials to “Vote Yes”**  
**To Legally Display Our Congressionally Approved National Motto**  
***IN GOD WE TRUST***  
**In Every City, County Chamber and State Capitol**  
**In America**

*Will You “Vote Yes” To Display Our  
National Motto?*

Dear Honorable Elected Officials,

This is an invitation to join the growing list of cities and counties across America that are “Vote Yes” to proudly and prominently display our national motto, ***IN GOD WE TRUST***, in the Chamber where we conduct the peoples business.

My name is Jacquie Sullivan. I have been a City Councilmember in Bakersfield, California, since 1992. In 2002, I led our City Council to “Vote Yes” to display ***IN GOD WE TRUST***, in our Council Chamber at the City Hall. Soon after, all eleven cities in our county of Kern, as well as other cities and counties, in California and across the country, were voting to do the same.

To encourage this trend across America, we created a non-profit organization named ***IN GOD WE TRUST~AMERICA, INC*** with 501(c) (3) non-profit status. Its sole purpose is to Promote Patriotism Encouraging Elected Officials to “Vote Yes” to Display ***IN GOD WE TRUST*** in their City and County Chambers.

On July 30, 1956, during the Dwight D. Eisenhower administration, the U.S. Congress adopted ***GOD WE TRUST*** as the official National Motto of the United States of America. Thus, displaying our National Motto is a legal right, protected by the first amendment.

**\*This is the 60 year anniversary of our National Motto and a perfect time to  
“Vote Yes” to display *IN GOD WE TRUST* in your chamber!**

**1956 - 2016**

**UPDATE:**

On November 1, 2011 the U.S. House of Representatives voted overwhelmingly, 396 – 9, to reaffirm ***IN GOD WE TRUST*** as our nation's motto. Congressman Randy Forbes, of Virginia authored the bill, in part, because some have mistakenly stated that “E Pluribus Unum” is our

**national motto. *\*\*Most importantly, the resolution specifically encourages the placement of motto in all government buildings from courthouses to school classrooms.***

As a grassroots patriotic movement, ***IN GOD WE TRUST~AMERICA, INC.*** stands on solid legal ground. To date, not one legal challenge has been raised against any city or county that has “Voted Yes.” This is legal and there is nothing to challenge!

**Will You Be Part of This Patriotic Movement?**

***\*\*This inspiring “Invitation to Join Us,” letter is being emailed to elected officials, across America.***

***\*\*I am pleased to announce that, currently, there are over 650 cities and counties across America (including over 130 in California) who have already “Voted “Yes” and courageously display *IN GOD WE TRUST* in their chambers.***

***\*We are elected officials showing a commitment to the values our country was founded upon.***

We urge you to place this issue on your meeting agenda for a positive outcome. When you “Vote Yes” please let us know so the name of your municipality can be added to the growing list of “**Yes Vote Counties and Counties Across America**” - that we send across the country - **to encourage others.** In addition, you will receive the recognition you deserve, a picture of your display, along with the names and photos of your elected officials, who “**Voted Yes**,” will be added to our website: [www.ingodwetrust-america.org](http://www.ingodwetrust-america.org)

**\*\*Please open the three important attachments:**

- 1. “Sample Resolution” being used by many municipalities when they “Vote Yes” to display our National Motto.**
- 2. An updated list of the “Yes Vote” Counties and Cities Across America.**
- 3. Legal Opinion Declaring this Patriotic Campaign to be completely legal.**

**I welcome you to contact to me personally with any questions - or encouragement I can provide.**

**May God Bless America and may America’s trust always be in God!**

Thank you in advance,

***Jacquie Sullivan***

City Councilmember: Bakersfield , CA

***IN GOD WE TRUST~AMERICA, INC***

Founder/President  
Home/Office/Cell: 661-332-3492  
[JacquieSullivan@InGodWeTrust-America.org](mailto:JacquieSullivan@InGodWeTrust-America.org)

***IN GOD WE TRUST~AMERICA, INC.***  
***P.O. BOX 11715 \* Bakersfield, CA 93389***  
*Website: [www.ingodwetrust-america.org](http://www.ingodwetrust-america.org)*  
*A non-profit 501c3 educational corporation ID# 2624857*

**CAPITAL OFFICE**

P.O. Box 276600 • Sacramento, CA 95827  
916.857.6900 • FAX 916.857.6902

**SOUTHERN CALIFORNIA OFFICE**

P.O. Box 11630 • Santa Ana, CA 92711  
714.796.7150 • FAX 714.796.7182

**SF BAY AREA OFFICE**

212-9th Street • Oakland, CA 94607  
510.834.7232 • FAX 510.834.8784



**PACIFIC JUSTICE  
INSTITUTE**

EDWIN MEESE, III, ESQ.  
*Former Attorney General  
Advisory Board Chairman*

BRAD W. DACUS, ESQ.  
*President*

KEVIN T. SNIDER, ESQ.  
*Chief Counsel*

Jacquie Sullivan  
Founder/President  
In God We Trust -- America, Inc.  
Bakersfield, California

**Re: "In God We Trust" Displays**

Dear Ms. Sullivan,

It has come to our attention that your organization is promoting displays throughout the nation commemorating the national motto, "In God We Trust." We are writing to offer our perspective on this important issue, and also to offer our representation at no charge should any government entities which approve the displays encounter any legal opposition.

By way of introduction, Pacific Justice Institute is a nonprofit organization which specializes in defending religious liberty, including our nation's religious heritage. PJI is currently an intervener/defendant which, alongside the U.S. Department of Justice, is providing the legal defense in *Newdow v. Lefevre*, a lawsuit challenging the inclusion of the national motto on our nation's currency.

As you may have heard, the federal Ninth Circuit Court of Appeals unanimously agreed with our position that the motto is constitutional. In its decision filed March 11, 2010, the Ninth Circuit explained that displaying such a venerable reminder of our national heritage and identity as the national motto is unquestionably constitutional.

The Ninth Circuit's ruling follows every other court and judge in the nation that has considered the national motto, including the following:

- *Lambeth v. Bd. of Comm'rs of Davidson County*, 407 F.3d 266 (4<sup>th</sup> Cir. 2005), held a county board's decision to authorize inscription of "In God We Trust" on facade of county government center did not constitute a violation of the Establishment Clause.
- *Schmidt v. Cline*, 127 F.Supp.2d 1169 (D. Kan. 2000), held constitutional the placement in a county building of posters bearing the motto. The court relied on a previous Tenth Circuit decision finding that the motto has a secular purpose akin to Justice O'Connor's well-known references to "ceremonial deism".
- *Myers v. Loudoun County School Bd.*, 251 F. Supp. 2d 1262 (E.D. Va. 2003), upheld as constitutional a school's implementation of a state statute requiring schools to post the national motto in every public school building.

- Numerous Supreme Court decisions and opinions of individual justices have pointed to the national motto as an example of constitutionality, *see, e.g. Wooley v. Maynard*, 430 U.S. 705, 717, n.15 (1977); *Lynch v. Donnelly*, 465 U.S. 668, 693 (1984); *County of Allegheny v. ACLU*, 492 U.S. 573, 602-3 (1989); *Stone v. Graham*, 449 U.S. 39, 45 (1980) (Rehnquist, J., concurring); *School Dist. of Abington Twp. v. Schempp*, 374 U.S. 203, 303 (1963) (Brennan, J. concurring); *Marsh v. Chambers*, 463 U.S. 783, 818 (1983) (Brennan, J. dissenting); *Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290, 322-323 (2000) (Rehnquist, C.J. dissenting); *Van Orden v. Perry*, 125 S.Ct. 2854, 2879 (2005) (Stevens, J. dissenting); *McCreary County v. ACLU*, 125 S.Ct. 2722, 2750 (2005) (Scalia, J. dissenting).

As the foregoing cases attest, numerous legal authorities at all levels of the federal judiciary and throughout the country support displaying the national motto in a public setting.

In conclusion, the Pacific Justice Institute would like to commend your organization for promoting the national motto, and to assure you that under applicable case law, such recognitions are clearly constitutional. Should any government entity receive legal threats from those who oppose even innocuous acknowledgements of religion in public life, the Pacific Justice Institute would be honored to defend them at no charge in state or federal court. To take advantage of this offer, or if you have any other questions about this important issue, please do not hesitate to contact Pacific Justice Institute at either (916) 857-6900 (Northern California office), (510) 834-7232 (Bay Area Office), (714) 796-7150 (Southern California office), or via our website at [www.pji.org](http://www.pji.org).

Sincerely,



Matthew B. McReynolds  
Staff Attorney  
PACIFIC JUSTICE INSTITUTE

(Sample Resolution)  
City or County of \_\_\_\_\_

***IN GOD WE TRUST***

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF \_\_\_\_\_, in \_\_\_\_\_ COUNTY, STATE of \_\_\_\_\_, SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO "IN GOD WE TRUST" IN THE \_\_\_\_\_ COUNCIL CHAMBERS IN A PROMINENT LOCATION AT CITY HALL.

**WHEREAS**, "In God We Trust" became the United States national motto on July 30, 1956, shortly after our nation led the world through the trauma of World War II and

**WHEREAS**, the words have been used on U.S. currency since 1864; and

**WHEREAS**, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker's dais in the House of Representatives; and

**WHEREAS**, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

**WHEREAS**, the City desires to display this patriotic motto in the Council Chambers as a way to solemnize public occasions and express confidence in our society.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of \_\_\_\_\_ does hereby resolve as follows:

**Section 1.** That the City Council of the City of \_\_\_\_\_ (and State), does hereby determine that the historic and patriotic words of our national motto, "In God We Trust," shall be permanently and prominently displayed in the \_\_\_\_\_ Council Chambers at City Hall.

**Section 2.** The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of \_\_\_\_\_, \_\_\_ (State), held on the \_\_\_ day of \_\_\_\_\_, \_\_\_ (year).

*Add names and signatures of Mayor and Councilmembers.*

***IN GOD WE TRUST~AMERICA, INC.***

*Sample Resolution*

*Revised: December 5, 2014*

**7 McQuillin Mun. Corp. § 24:446 (3d ed.)**

McQuillin The Law of Municipal Corporations July 2017 Update  
Chapter 24. Municipal Police Power and Ordinances  
VIII. Political, Labor, Social, and Religious Activities, Speech, and Literature  
D. Religious Literature, Solicitation, and Activities

§ 24:446. Display of signs, symbols, and the like

**West's Key Number Digest**

- West's Key Number Digest, [Constitutional Law](#) 🔑84.5(16)
- West's Key Number Digest, [Constitutional Law](#) 🔑90
- West's Key Number Digest, [Constitutional Law](#) 🔑90.1(4)
- West's Key Number Digest, [Municipal Corporations](#) 🔑701

**Legal Encyclopedias**

- [Am. Jur. 2d, Constitutional Law § 435](#)

The carrying and display of signs and banners, no less than the raising of a flag, is a natural and appropriate means of conveying information and opinion,<sup>1</sup> and, hence, unqualified municipal prohibition of this practice in religious activities whether on the streets, in parks, or elsewhere, is unconstitutional as impairment of freedoms of religion, speech and the press,<sup>2</sup> unless the restriction reasonably is designed, operates, or is applied to prevent the obstruction of traffic or danger to the public health, safety, morals or welfare.<sup>3</sup> There are numerous cases every year litigating First Amendment cases based on the display of religious signs, symbols and displays on governmental property.<sup>4</sup>

A charter amendment approved by the voters of a city accepting a cross, located in a municipal park as a memorial to war veterans, may satisfy the requirement of a secular purpose so that the display of such a cross is not a violation of constitutional restraints against establishment of religion despite the fact that a cross is a religious symbol,<sup>5</sup> but it has been held that a city's 30-year practice of arranging the window blinds, or illuminating the windows, of its city hall tower in the form of a cross on certain religious holidays constituted proscribed action respecting an establishment of religion subject to injunction.<sup>6</sup> Similarly, a county seal bearing a Latin cross and the Spanish motto, "Con Esta Vencemos," violates the First Amendment's guarantee of the separation of church and state.<sup>7</sup> In another example, a steel cross recovered from the wreckage of the World Trade Center that was placed at the National September 11 Memorial and Museum had a secular purpose of demonstrating how those at the World Trade Center during the attack coped with the devastation they witnessed during the rescue and recovery effort.<sup>8</sup> A municipality does not violate the Establishment Clause by displaying a Ten Commandment monument donated to it by a secular organization that also contains other nonsectarian symbols.<sup>9</sup> However, with other symbols it is not so clear as to whether or not it constitutes a religious symbol for purposes of an Establishment Clause analysis.<sup>10</sup> Adding nonsecular items to a religious display does not cleanse the display of its sectarian qualities.<sup>11</sup> In determining whether the Establishment Clause has been violated, courts have generally applied the Lemon test.<sup>12</sup> Under Lemon, the Establishment Clause is violated if: the governmental action in question does not have a secular purpose; its principal or primary effect advances or inhibits religion; or

the action fosters an excessive government entanglement with religion.<sup>13</sup> A county board's decision to authorize the inscription of "In God We Trust" on the facade of a county government center was held to have a legitimate and non-pretextual secular purpose, namely to depict national motto.<sup>14</sup> In determining whether government endorses religion, the following variables have been considered:

- (1) the location of the display;
- (2) whether the display is included in a larger setting with other nonreligious items;
- (3) the religious intensity of the display;
- (4) whether it is shown in connection with a secular holiday;
- (5) the degree of public participation in the ownership and maintenance of the display; and
- (6) the existence of disclaimers of public sponsorship of the display.<sup>15</sup>

The test a court applies to these factors is whether they would convey the message of government endorsement to a "reasonable observer."<sup>16</sup>

In some cases, courts must draw fine distinctions.<sup>17</sup> One such distinction is whether the area of controversy is a traditional public forum. Generally speaking, for First Amendment purposes, the court looks to whether the area has physical characteristics of traditional public forum, whether its use was eminently compatible with expressive activity, and whether it has historically been used for expressive activity.<sup>18</sup> The court also looks to whether the area is a combination of three prototypical examples of traditional public fora, streets, sidewalks, and parks.<sup>19</sup> A display of a creche inside a county courthouse may, given its particular setting, have the effect of endorsing religious beliefs and thus be impermissible.<sup>20</sup> However, a menorah that is displayed in front of a municipal building next to a Christmas tree and a sign saluting liberty does not, viewed in this context, endorse any particular religious belief and thus, such a display is permissible.<sup>21</sup> In sum, in determining whether or not the display's primary effect advances or inhibits religion, the second prong of the Lemon test discussed above, the court focuses on the physical setting of the display at issue.<sup>22</sup> Government promotes religion as effectively when it fosters a close identification of its powers and responsibility with those of any, or all, religious denominations, as when it attempts to inculcate specific religious doctrines. If this identification conveys a message of government endorsement or disapproval of religion, a core purpose of the Establishment Clause is violated.<sup>23</sup> Accordingly, a government practice that has the effect of impeding individuals from making free choices in religious matters by appearing either to embrace or reject a particular religion violates the Establishment Clause.<sup>24</sup> Although the Federal Constitution does not forbid a display of a creche along with other holiday symbols in a park adjoining city hall, even though the city is consequently closely associated in the public mind with such display, the Constitution does forbid a city to display a creche as a centerpiece of a display located inside city hall since the display of such an isolated religious symbol at the center of government unavoidably demonstrates the city's support for that particular religion in violation of the Establishment Clause.<sup>25</sup> The proper court approach is to look at the context of the ensemble, and more important, the context of the secular holiday the government observes, which is the controlling consideration. Details that would be important to interior decorators do not spell the difference between constitutionality and unconstitutionality. Thus, where the display was outdoors, and passersby would see a grouping of symbols, most of which are secular, such a nativity scene display on the lawn of the village hall during the Christmas season does not violate the Establishment Clause.<sup>26</sup> A municipal taxpayer has standing to challenge the constitutionality under the Establishment Clause of a municipally authorized Christmas display.<sup>27</sup>

In the case of a traditional public forum, a municipality may regulate the content of expression only if such a restriction is necessary, and narrowly drawn to serve a compelling state interest. Consequently, a religious symbol may be displayed in a public forum if no compelling state interest is implicated.<sup>28</sup>

Regulations of speech in nonpublic or limited public fora are subject to the more deferential reasonableness standard under First Amendment analysis.<sup>29</sup> Although a speaker may be excluded from a nonpublic forum if he or she wishes to address a topic not encompassed within the purpose of a forum, or if he or she is not a member of the class of speakers for whose benefit the forum was created, the government violates the First Amendment when it denies access to a speaker solely to suppress the point of view that he or she espouses on an otherwise includible subject.<sup>30</sup> Problems arise when the government allows some private speech on the property. If the government permits secular displays on nonpublic fora, it cannot ban displays discussing otherwise permissible topics from a religious perspective.<sup>31</sup>

In one case, a county's restriction on use of a mall for county residents was held to serve no compelling interest and was not narrowly tailored to achieve significant state interest. This non-resident wanted to erect a creche on the mall property.<sup>32</sup> The

exclusion from a traditional public forum on basis of speaker-identity is valid only where exclusion is necessary to serve a compelling state interest and the exclusion is narrowly drawn to achieve that interest.<sup>33</sup>

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Footnotes

<sup>1</sup> **U.S.**  
[Carlson v. People of State of Cal.](#), 310 U.S. 106, 60 S. Ct. 746, 84 L. Ed. 1104, 6 L.R.R.M. (BNA) 705, 2 Lab. Cas. (CCH) ¶ 17060 (1940); [Stromberg v. People of State of Cal.](#), 283 U.S. 359, 51 S. Ct. 532, 75 L. Ed. 1117, 73 A.L.R. 1484 (1931)

<sup>2</sup> **U.S.**  
[American Civil Liberties Union of New Jersey v. Schundler](#), 104 F.3d 1435 (3d Cir. 1997) (Applying the endorsement test, a holiday display containing a creche and menorah on city property was held to have violated the Establishment Clause even though nonsecular items such as Frosty, Santa and a red sled were on display.)  
[Cabral v. City of Evansville, Ind.](#), 958 F. Supp. 2d 1018 (S.D. Ind. 2013), appeal dismissed, 759 F.3d 639 (7th Cir. 2014) (city's approval of church's planned two-week display of up to 31 six-foot crosses on public riverfront property would convey a message of city's endorsement of Christianity to the reasonable observer, and thus, would violate the Establishment Clause); [Eagon Through Eagon v. City of Elk City, Okl.](#), 72 F.3d 1480 (10th Cir. 1996) (teen republican club sign unconstitutionally prohibited from city park); [Congregation Lubavitch v. City of Cincinnati](#), 923 F.2d 458 (6th Cir. 1991) (display of menorah in public square); [McCreary v. Stone](#), 739 F.2d 716 (2d Cir. 1984), judgment aff'd, 471 U.S. 83, 105 S. Ct. 1859, 85 L. Ed. 2d 63 (1985); [Grutzmacher v. Public Bldg. Com'n of Chicago](#), 700 F. Supp. 1497 (N.D. Ill. 1988) (city without power to prohibit religious exhibitions in public forum)  
[American Humanist Ass'n, Inc. v. City of Ocala](#), 127 F. Supp. 3d 1265 (M.D. Fla. 2015) (county residents' claims that city's police department posted on its social media webpage a letter on its own letterhead and signed by police chief, stating that there was a community crisis requiring fervent prayer, and that city's mayor sent e-mail communications refusing to cancel prayer vigil at downtown square and taking ownership in the event, were sufficient to allege government endorsement of religion, as well as sufficient to allege that city had a policy or practice of endorsing religion, as required to state a claim against city under § 1983 for violation of the Establishment Clause); [Tearpock-Martini v. Borough](#), 98 F. Supp. 3d 697 (M.D. Pa. 2015) (property owner's claims that township placed sign for church on right-of-way bordering her property, that sign included religious themes such as a cross and bible, and that township did not place signs for other religious denominations on right-of-ways, were sufficient to allege government endorsement of religion, as required to state a claim against township under § 1983 for violation of the Establishment Clause)

**Ga.**

[Union City Bd. of Zoning Appeals v. Justice Outdoor Displays, Inc.](#), 266 Ga. 393, 467 S.E.2d 875 (1996)

**Mass.**

[Com. v. Anderson](#), 308 Mass. 370, 32 N.E.2d 684 (1941); [Com. v. Pascone](#), 308 Mass. 591, 33 N.E.2d 522 (1941)

**Mich.**

[In re Frazee](#), 63 Mich. 396, 30 N.W. 72 (1886)

**N.Y.**

[People v. Kieran](#), 6 Misc. 2d 245, 26 N.Y.S.2d 291 (County Ct. 1940)

[First Amendment Challenges to Display of Religious Symbols on Public Property](#), 107 A.L.R.5th 1.

<sup>3</sup> **U.S.**  
[Congregation Lubavitch v. City of Cincinnati](#), 923 F.2d 458 (6th Cir. 1991) (prohibition of all religious symbols in public square unconstitutional); [Grutzmacher v. Public Bldg. Com'n of Chicago](#), 700 F. Supp. 1497 (N.D. Ill. 1988) (city without power to prohibit religious exhibitions in public forum)

**Ga.**

[Union City Bd. of Zoning Appeals v. Justice Outdoor Displays, Inc.](#), 266 Ga. 393, 467 S.E.2d 875 (1996)

**Mass.**

[Com. v. Anderson](#), 308 Mass. 370, 32 N.E.2d 684 (1941)

<sup>4</sup> [First Amendment Challenges to Display of Religious Symbols on Public Property](#), 107 A.L.R.5th 1.

**U.S.**

[Trunk v. City of San Diego](#), 629 F.3d 1099 (9th Cir. 2011); [Cabral v. City of Evansville, Ind.](#), 958 F. Supp. 2d 1018 (S.D. Ind. 2013), appeal dismissed, 759 F.3d 639 (7th Cir. 2014) (city's approval of church's planned two-week display of up

to 31 six-foot crosses on public riverfront property would convey a message of city's endorsement of Christianity to the reasonable observer, and thus, would violate the Establishment Clause)

**Utah**

[Summum v. Pleasant Grove City](#), 2015 UT 31, 2015 WL 404367 (Utah 2015) (religious liberty clause of the Utah Constitution did not require city to install a proposed religious monument in a public park where a Ten Commandments monument was already situated; requiring city to erect a second religious monument would not render the allocation of public property and money to the two monuments neutral, displaying monuments that communicate the beliefs of only two religious viewpoints would not amount to an impartial distribution of public property among the spectrum of religious views held by Utah citizens, and because allocation of public money or property to a permanent religious monument was per se not neutral, the appropriate remedy for monument constituting "religious worship, exercise or instruction" would not be the forced installation of a second monument)

**U.S.**

[Separation of Church and State Committee v. City of Eugene of Lane County, State of Or.](#), 93 F.3d 617 (9th Cir. 1996)

**Or.**

[Eugene Sand & Gravel, Inc. v. City of Eugene](#), 276 Or. 1007, 558 P.2d 338 (1976)

**Cal.**

[Fox v. City of Los Angeles](#), 22 Cal. 3d 792, 150 Cal. Rptr. 867, 587 P.2d 663 (1978)

**U.S.**

[Friedman v. Board of County Com'rs of Bernalillo County](#), 781 F.2d 777 (10th Cir. 1985); [Separation of Church and State Committee v. City of Eugene of Lane County, State of Or.](#), 93 F.3d 617 (9th Cir. 1996)

**U.S.**

[American Atheists, Inc. v. Port Authority of NY and NJ](#), 936 F. Supp. 2d 321 (S.D. N.Y. 2013), *aff'd*, 760 F.3d 227 (2d Cir. 2014) (during holiday season predominated over any secular decorative purpose)

**U.S.**

[Summum v. City of Ogden](#), 297 F.3d 995 (10th Cir. 2002)

**U.S.**

[Summum v. City of Ogden](#), 297 F.3d 995 (10th Cir. 2002); [Wells v. City and County of Denver](#), 257 F.3d 1132 (10th Cir. 2001); [Brooks v. City of Oak Ridge](#), 222 F.3d 259, 2000 FED App. 0243P (6th Cir. 2000) (friendship bell in city park not a religious symbol); [Alvarado v. City of San Jose](#), 94 F.3d 1223 (9th Cir. 1996), as amended, (Sept. 19, 1996) (symbol of New Age)

**U.S.**

[American Civil Liberties Union of New Jersey v. Schundler](#), 104 F.3d 1435 (3d Cir. 1997) (Applying the endorsement test, a holiday display containing a creche and menorah on city property was held to have violated the Establishment Clause even though nonsecular items such as Frosty, Santa and a red sled were on display.)

[Wells v. City and County of Denver](#), 257 F.3d 1132 (10th Cir. 2001)

**U.S.**

[Lambeth v. Board Of Commissioners Of Davidson County, NC](#), 407 F.3d 266 (4th Cir. 2005)

[Lemon v. Kurtzman](#), 403 U.S. 602, 91 S. Ct. 2105, 29 L. Ed. 2d 745 (1971); [Summum v. City of Ogden](#), 297 F.3d 995 (10th Cir. 2002); [Books v. City of Elkhart, Indiana](#), 235 F.3d 292 (7th Cir. 2000); [Brooks v. City of Oak Ridge](#), 222 F.3d 259, 2000 FED App. 0243P (6th Cir. 2000); [Smith v. County of Albemarle, Va.](#), 895 F.2d 953 (4th Cir. 1990); [Friedman v. Board of County Com'rs of Bernalillo County](#), 781 F.2d 777 (10th Cir. 1985)

**U.S.**

[Lambeth v. Board Of Commissioners Of Davidson County, NC](#), 407 F.3d 266 (4th Cir. 2005)

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[Friedman v. Board of County Com'rs of Bernalillo County](#), 781 F.2d 777 (10th Cir. 1985) (A county seal containing a Spanish motto that translated to read "With this we conquer" arched over a golden Latin cross covering nearly half of the seal had the principal or primary effect of advancing Christianity and its official use by the county and therefore violated the Establishment Clause.)

Municipal corporate seals' validity under the Establishment Clause and Free Exercise Clause of the federal constitution, see § 6:1.

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**U.S.**

[Lambeth v. Board Of Commissioners Of Davidson County, NC, 407 F.3d 266 \(4th Cir. 2005\)](#)

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**U.S.**

[Sumnum v. City of Ogden, 297 F.3d 995 \(10th Cir. 2002\)](#); [Wells v. City and County of Denver, 257 F.3d 1132 \(10th Cir. 2001\)](#) (city policy of prohibiting unattended private displays on steps of city building was content neutral); [Books v. City of Elkhart, Indiana, 235 F.3d 292 \(7th Cir. 2000\)](#) (display of 10 commandments on city property); [Brooks v. City of Oak Ridge, 222 F.3d 259, 2000 FED App. 0243P \(6th Cir. 2000\)](#) (friendship bell in city park found to comport with Establishment Clause); [American Jewish Congress v. City of Beverly Hills, 90 F.3d 379 \(9th Cir. 1996\)](#); [American Civil Liberties Union of Kentucky v. Wilkinson, 895 F.2d 1098 \(6th Cir. 1990\)](#) (maintenance of stable as not amounting to endorsement of Christianity as accompanied by disclaimer); [Smith v. County of Albemarle, Va., 895 F.2d 953 \(4th Cir. 1990\)](#)

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**U.S.**

[Americans United For Separation of Church and State v. City of Grand Rapids, 980 F.2d 1538, 1553 \(6th Cir. 1992\)](#) (The majority held that a reasonable observer is a resident of the community who is reasonably informed about the public places devoted to free speech; this standard prevents the operation of an “ignoramus’s veto.”) See [Doe v. Small, 964 F.2d 611, 630 \(7th Cir. 1992\)](#) (concurring opinion discussing “obtuse observer’s veto”) [Sumnum v. City of Ogden, 297 F.3d 995 \(10th Cir. 2002\)](#); [Books v. City of Elkhart, Indiana, 235 F.3d 292 \(7th Cir. 2000\)](#) (display of Ten Commandments on city property); [Brooks v. City of Oak Ridge, 222 F.3d 259, 2000 FED App. 0243P \(6th Cir. 2000\)](#) (friendship bell in city park found to comport with Establishment Clause); [American Jewish Congress v. City of Beverly Hills, 90 F.3d 379 \(9th Cir. 1996\)](#)

17

**U.S.**

[Books v. City of Elkhart, Indiana, 235 F.3d 292 \(7th Cir. 2000\)](#); [Smith v. County of Albemarle, Va., 895 F.2d 953 \(4th Cir. 1990\)](#)

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**U.S.**

[Sumnum v. City of Ogden, 297 F.3d 995 \(10th Cir. 2002\)](#); [Wells v. City and County of Denver, 257 F.3d 1132 \(10th Cir. 2001\)](#); [Warren v. Fairfax County, 196 F.3d 186 \(4th Cir. 1999\)](#)

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**U.S.**

[Wells v. City and County of Denver, 257 F.3d 1132 \(10th Cir. 2001\)](#); [Warren v. Fairfax County, 196 F.3d 186 \(4th Cir. 1999\)](#)

**N.Y.**

[Chabad of Mid-Hudson Valley v. City of Poughkeepsie, 76 A.D.3d 693, 907 N.Y.S.2d 286 \(2d Dep’t 2010\)](#)

20

**U.S.**

[American Jewish Congress v. City of Beverly Hills, 90 F.3d 379 \(9th Cir. 1996\)](#); [Smith v. County of Albemarle, Va., 895 F.2d 953 \(4th Cir. 1990\)](#)

21

**Wis.**

[King v. Village of Waunakee, 175 Wis. 2d 300, 499 N.W.2d 237 \(Ct. App. 1993\)](#), judgment aff’d, [185 Wis. 2d 25, 517 N.W.2d 671 \(1994\)](#)

22

**U.S.**

[Smith v. County of Albemarle, Va., 895 F.2d 953 \(4th Cir. 1990\)](#); [Wells v. City and County of Denver, 257 F.3d 1132 \(10th Cir. 2001\)](#)

**N.Y.**

[Chabad of Mid-Hudson Valley v. City of Poughkeepsie, 76 A.D.3d 693, 907 N.Y.S.2d 286 \(2d Dep’t 2010\)](#)

23

**U.S.**

[American Civil Liberties Union of New Jersey v. Schundler, 104 F.3d 1435 \(3d Cir. 1997\)](#); [Smith v. County of Albemarle, Va., 895 F.2d 953 \(4th Cir. 1990\)](#); [American Civil Liberties Union v. City of Birmingham, 791 F.2d 1561 \(6th Cir. 1986\)](#)  
[Hewitt v. Joyner, 940 F.2d 1561 \(9th Cir. 1991\)](#) (County which acquired title to tourist attraction consisting of a park full of religious statues violated Establishment Clause.)

- 24           **U.S.**  
Smith v. County of Albemarle, Va., 895 F.2d 953 (4th Cir. 1990)  
American Civil Liberties Union v. City of Birmingham, 791 F.2d 1561 (6th Cir. 1986) (A display of a creche that was unaccompanied by any nonreligious symbol of the holiday that was in a prominent position on the lawn of a city hall violated the Establishment Clause of the First Amendment.)
- 25           **U.S.**  
Lynch v. Donnelly, 465 U.S. 668, 104 S. Ct. 1355, 79 L. Ed. 2d 604 (1984); American Civil Liberties Union of New Jersey v. Schundler, 104 F.3d 1435 (3d Cir. 1997); American Jewish Congress v. City of Chicago, 827 F.2d 120 (7th Cir. 1987)
- 26           **U.S.**  
Mather v. Village of Mundelein, 864 F.2d 1291 (7th Cir. 1989)  
**Wis.**  
King v. Village of Waunakee, 175 Wis. 2d 300, 499 N.W.2d 237 (Ct. App. 1993), judgment aff'd, 185 Wis. 2d 25, 517 N.W.2d 671 (1994)
- 27           **U.S.**  
Lynch v. Donnelly, 465 U.S. 668, 104 S. Ct. 1355, 79 L. Ed. 2d 604 (1984); Smith v. County of Albemarle, Va., 895 F.2d 953 (4th Cir. 1990) (county taxpayers and residents)  
**Wis.**  
King v. Village of Waunakee, 175 Wis. 2d 300, 499 N.W.2d 237 (Ct. App. 1993), judgment aff'd, 185 Wis. 2d 25, 517 N.W.2d 671 (1994)
- 28           **U.S.**  
Capitol Square Review and Advisory Bd. v. Pinette, 515 U.S. 753, 115 S. Ct. 2440, 132 L. Ed. 2d 650 (1995); Wells v. City and County of Denver, 257 F.3d 1132 (10th Cir. 2001)
- 29           **U.S.**  
Sumnum v. City of Ogden, 297 F.3d 995 (10th Cir. 2002); Wells v. City and County of Denver, 257 F.3d 1132 (10th Cir. 2001); Sumnum v. Callaghan, 130 F.3d 906 (10th Cir. 1997)
- 30           **U.S.**  
Sumnum v. City of Ogden, 297 F.3d 995 (10th Cir. 2002)
- 31           **U.S.**  
Sumnum v. City of Ogden, 297 F.3d 995 (10th Cir. 2002); Sumnum v. Callaghan, 130 F.3d 906 (10th Cir. 1997)
- 32           **U.S.**  
Warren v. Fairfax County, 196 F.3d 186 (4th Cir. 1999) (case contains detailed discussion of public forum analysis)
- 33           **U.S.**  
Warren v. Fairfax County, 196 F.3d 186 (4th Cir. 1999) (case contains detailed discussion of public forum analysis)