



## **NOTICE OF REGULAR COUNCIL MEETING**

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, October 10, 2018. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

## **AVISO DE JUNTA REGULAR**

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles 10 de Octubre del 2018. 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



**Amended on 10/09/18**

**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**October 10, 2018**  
**7:00 p.m.**

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

1. **CALL TO ORDER/ROLL CALL 7:08 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **CONSENT AGENDA**  
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
4. A. **MINUTES OF** **Approved**  
- Work Session held September 5, 2018
4. B. **DISBURSEMENTS FROM SEPTEMBER 15, 2018 TO SEPTEMBER 30, 2018** **Approved**  
Total Disbursements \$766,527.79  
(Seven Hundred Sixty-Six Thousand, Five Hundred Twenty-Seven Dollars and Seventy-Nine Cents)
5. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
5. A. **Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2018-2019. (Tadeo A. De La Hoya, City Manager)** **Approved**
5. B. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2018-2019. **(Tadeo A. De La Hoya, City Manager)** **Approved**

5. C. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2018-2019. **(Tadeo A. De La Hoya, City Manager)** **Approved**
5. D. Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2018-2019. **(Tadeo A. De La Hoya, City Manager)** **Approved**
5. E. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2018-2019. **(Tadeo A. De La Hoya, City Manager)** **Approved**
5. F. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2018-2019. **(Tadeo A. De La Hoya, City Manager)** **Approved**
5. G. Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2018-2019. **(Tadeo A. De La Hoya, City Manager and Jenny Torres, Economic Development Manager)** **Approved**
5. H. Discussion and possible action on any and all matters regarding Resolution No. 2056. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Tadeo A. De La Hoya, City Manager)** **Approved**
5. I. Discussion and possible action on any and all matters regarding Resolution No. 2057. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to Gadsden Elementary School District Marching Band. **(Tadeo A. De La Hoya, City Manager)** **Approved**
5. J. Discussion and possible action on any and all matters regarding an agreement with Wizard Medical Education and payment for Emergency Medical Services Training. **(Angel Ramirez, Acting Fire Chief)** **Approved**
5. K. Discussion and possible action on any and all matters regarding Resolution No. 2058. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Las Quintas de San Luis 3 Development Agreement between the City of San Luis, Arizona and Riedel Holdings, LLC. **(Jose A. Guzman, Director of Planning and Zoning)** **Approved**
5. L. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2018-0321 and Ordinance No. 385. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 10.52 acres from Medium Density Residential R1-6 to Medium Density Residential R1-12 for property located north of County 22nd Street and east of the East Main Canal; Repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)** **Public Hearing Held/Approved**

- A. Open public hearing
  - 1. Staff presentation
  - 2. Call to the Public on this item
- B. Close public hearing
- C. Approval of Reading of Ordinance No. 385 by title only  
(City Clerk to read the ordinance by title only)
- D. Action on Ordinance No. 385

- 6. **SUMMARY OF CURRENT EVENTS**  
Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K). **Informational Update**
- 7. **CALL TO THE PUBLIC**  
This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date. **No Legal Action Permitted**
- 8. **ADJOURNMENT 7:54 p.m.**



## AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

**4.A.**

Meeting Date: 10/10/2018

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Summary

**MINUTES OF**

- Work Session held September 5, 2018

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Attachments

9/05/2018 WSM

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**MINUTES**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**September 5, 2018**  
**6:30 p.m.**

**1. CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Work Session to order at approximately 6:31 p.m.

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

**ABSENT:** Council Member Mario Buchanan Jr.  
Council Member Gloria Torres  
Council Member Ruben Walshe

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Manager  
Sonia Cornelio, City Clerk  
Kay Marion Macuil, City Attorney  
Angel Ramirez, Acting Fire Chief  
Aracely De La Hoya, Senior Services  
Axel Chayra, IT Department  
Derek Dueñas, IT Manager  
Eulogio Vera, Director of Public Works  
Francia Alonso, Acting PIO/Assistant to Mayor and Council  
Glenn Gimbut, Assistant City Attorney  
Jenny Torres, Economic Development Manager  
Jesus Meza, Assistant Director of Parks & Recreation  
Jorge Perez, Utilities Manager  
Jose Guzman, Director of Planning & Zoning  
Lizandro Galaviz, Director of Parks & Recreation  
Manuel Rojas, Assistant Director of Public Works  
Monica Castro, Director of Finance  
Olivia Jenkins, Humana Resources Manager  
Ralph Velez, City Consultant  
Cesar Neyoy, Bajo El Sol  
Lucy Lopez, San Luis AZ News

## **2. ITEMS FOR DISCUSSION ONLY:**

### **2. A. Presentation by Greg LaVann of the Greater Yuma Economic Development Corporation, (GYEDC) updating the City of San Luis on Economic Development Projects. (Greg LaVann, Greater Yuma Economic Development Corporation)**

Mr. Greg LaVann of GYEDC, updated Mayor and Council on some of the projects that GYEDC is been working on in conjunction with the City of San Luis. He informed that Piana Group have started hiring for their personnel. He mentioned that they will be working with Arizona At Work, Goodwill and PPEP to hire the central personnel, once they are hired they will be sent to Georgia for training, then they will hire the next 25 individuals. He added that Piana is very excited to be in the community. Mr. LaVann stated that San Luis beat up Phoenix on this project. He stated that his team and Jenny Torres, Economic Development Manager met up with the company and ended up winning this project. Furthermore, Mr. LaVann informed that Council Member Matias Rosales and Mayor Gerardo Sanchez met with a salsa company, this company is based in Hermosillo, Sonora, but they are looking for their first domestic manufacturing operation. He stated that he had a briefing meeting with this company and it went very well. He mentioned that they are very interested in moving to San Luis, once they are ready to visit San Luis they will get in touch with Ms. Torres to meet up with the company. Mr. LaVann also reported that a textile manufacturer based in Georgia came to visit the community, but unfortunately no staff was available at that time. He mentioned that they were very interested in the old Meadowcraft facility. On the other hand, he informed that Almark started doing their initial hiring, they have hire 80 people to start operation, this company is located in Yuma, and approximately 90% of the employees are from San Luis and Somerton.

Mayor Gerardo Sanchez, thanked GYEDC for the great job done for San Luis and the entire Yuma County.

Ms. Karime Hayer, Business Development Coordinator for GYEDC, made a presentation regarding the international economic development efforts to promote the San Luis Port of Entry.

Vice-Mayor Maria Cecilia Ramos thanked GYED for the report.

Ms. Jenny Torres, Economic Development Manager, informed that the hiring information about Piana will be uploaded onto the city's website. She mentioned that staff have been getting calls inquiring about their job openings.

**2. B. Discussion and possible directions to staff on any and all matters regarding the City of San Luis Incentive Policy. (Jenny Torres, Economic Development Manager)**

Ms. Jenny Torres, Economic Development Manager, stated that during the last work session she introduced a draft of the proposed Incentive Policy. She stated that during this meeting she is looking for some direction from Mayor and Council as to where this incentive policy needs to be focused on. Ms. Torres stated that she also included a merit system that the City of Yuma also uses, this program will work like a reimbursement for new jobs created, this program will include requirements in the incentive policy.

Mayor Gerardo Sanchez replied that he would like to see both commercial and manufacturing included in this policy. Unfortunately, the city has been growing but housing does not generate sales tax. He mentioned that residents are looking for permanent jobs.

Ms. Torres replied that she will be working on including both in the policy.

Council Members Africa Luna-Carrasco and Matias Rosales concurred with Mayor Sanchez.

**2. C. Discussion and possible directions to staff on any and all matters regarding commercial truck parking. (Vice Mayor Maria Cecilia Ramos; Eulogio Vera, Director of Public Works & Richard Jessup, Acting Chief of Police)**

Vice-Mayor Maria Cecilia Ramos mentioned that she would like to see a designated area for commercial trucks to park. Currently, they park along 10<sup>th</sup> Avenue and in other areas of the city. She stated that this will help San Luis Ports of Entry.

Mr. Eulogio Vera, Director of Public Works, stated that if the city sees that this project is needed, then the city will provide what is needed. If this project is required then the work would be done without causing inconveniences to the community in the neighborhood. He mentioned that 10<sup>th</sup> Avenue and Urtuzuastegui Street are the closest to the Port of Entry. He stated that both roads were originally designed as a truck route. He commented that expanding 10<sup>th</sup> Avenue will be the best option to accommodate trucks. Mr. Vera mentioned that the other place for truck parking will be on Avenue E near the commercial port of entry, this can be a standby while they process to cross the border.

Mayor Gerardo Sanchez indicated that this should have been done a while back, residents have complained of trucks parking in residential areas.

Mr. Vera stated that the city will have to be strict as to what will be allowed in this parking area. He informed that this project can be included in the 10<sup>th</sup> Avenue expansion project.

## **2. D. Discussion and possible directions to staff on any and all matters regarding a cemetery in the City of San Luis. (Vice Mayor Maria Cecilia Ramos)**

Vice-Mayor Maria Cecilia Ramos stated that a cemetery is pretty much needed. She mentioned that it is time for San Luis to have its own cemetery.

Mayor Gerardo Sanchez mentioned that this project has been discussed with other Mayor's in the county. He informed that the City of Somerton is looking for a place for their own cemetery. He added that he knows that a cemetery could be very costly, but this can be a joint venture with the City of Somerton. This cemetery could be located between the two cities. He stated that this is the time to start planning for this project

Council Member Africa Luna-Carrasco agreed with Mayor Sanchez and believes that the cemetery is very much needed.

Council Member Matias Rosales mentioned that he understands that the mortuary located in Somerton have submitted their paperwork for a cemetery. He stated that if their cemetery does not goes through, then both cities could work with the mortuary on this project.

Mayor Gerardo Sanchez commented that if this project is viable then both cities will have to get state land for this project.

Mr. Eulogio Vera, Director of Public Works, agreed with Mayor and Council on this project. He stated that this is good timing for this project and added that a good place will be close to the mesa near the East Main Canal, were irrigation water can be utilized to water and maintain the cemetery.

Mayor Gerardo Sanchez asked Mr. Vera if he will be willing to look for area where this cemetery will be located.

Mr. Vera replied that he will work in conjunction with the Planning & Zoning Department to come up with a couple of ideas.

Mr. Glenn Gimbut, Assistant City Attorney, mentioned that the share cost problems on this project will be unbelievable. He suggested staff to contact other cities to find out what is the cost to maintain a cemetery.

### **3. ADJOURNMENT**

**MOTION:** Mayor Gerardo Sanchez/Council Member Africa Luna-Carrasco to adjourn the meeting at approximately 7:21 p.m. Motion passed unanimously.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

4.B.

Meeting Date: 10/10/2018

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#### Summary

#### **DISBURSEMENTS FROM SEPTEMBER 15, 2018 TO SEPTEMBER 30, 2018**

Total Disbursements \$766,527.79

(Seven Hundred Sixty-Six Thousand, Five Hundred Twenty-Seven Dollars and Seventy-Nine Cents)

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#### Attachments

Disbursements

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# City of San Luis

Finance Department

## COUNCIL MEETING OCTOBER 10, 2018 Disbursement Reports from 9/15/2018 to 9/30/2018

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	9/18/2018	\$ 4,846.71	Schedule A
Payroll Check Account	9/19/2018	\$ 265,565.41	Schedule B
Accounts Payable Check Account	9/20/2018	\$ 260,779.88	Schedule C
Payroll Check Account	9/25/2018	\$ 24,553.84	Schedule D
Accounts Payable Check Account	9/27/2018	\$ 210,781.95	Schedule E

**Total Disbursements: \$ 766,527.79**

Please contact Ms. Monica Castro prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Director of Finance: Monica Castro

For Council approval on: October 10, 2018

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**

OCT 1 2018

**Office of the City Clerk**  
City of San Luis, Arizona



Schedule A

# Pay Day Register

Pay Date Range 09/01/18 - 09/30/18

Pay Batch 201809M

Pay Batch 201809M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,700.00	ASRS/EORP - LEGACY RATE	897.48 .00
806 - TELEPHONE STIPEND	.0000	150.00	Imputed Income		Dental Council	265.31 .00
<b>Total</b>	<b>0.0000</b>	<b>\$7,700.00</b>	FEDERAL TAX WITHHOLDING	32.04	EODCRS - COUNCIL	1.13 .00
			SOCIAL SECURITY TAX	477.40	EODCRS - DISABILITY	54.00 .00
			MEDICARE	111.63	EODCRS/EORP LEGACY RATE	499.50 .00
			STATE WITHHOLDING	152.21	Health Council	6,693.88 .00
			Council Retirement EORP	588.50	Retirement Council EORP	3,536.25 5,750.00
			Dental Council	147.98	Vision Council	74.90 .00
			EODCRS - COUNCIL	72.00	<b>Total</b>	<b>\$12,022.45</b>
			EODCRS - DISABILITY	1.13		
			Medical Council	1,216.20	Workers' Comp	Gross Base
			MISCELLANEOUS	5.00	MUNICIPAL/ TOWN/	134.77 7,700.00
			Vision Council	49.20	<b>Total</b>	<b>\$134.77</b>
			<b>Net</b>	<b>\$4,846.71</b>		
					Direct Deposits	Amount
					1st Bank Yuma	727.46
					Chase Bank	738.14
					Federal Credit Union	916.29
					REALTORS FED CRED UNION	221.11
					Sunbank	1,005.83
					Wells Fargo	413.93
					<b>Total</b>	<b>\$4,022.76</b>
					Check	\$823.95

Prepared by:  
Debara Luna

Date:

*Cortés*



Schedule B

# Pay Day Register

Pay Date Range 09/01/18 - 09/14/18

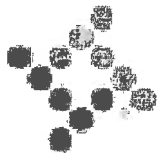
Pay Batch 201819

Wells Fargo	54,792.19
Total	<u>\$265,565.41</u> ✓
Check	\$23,787.84

Prepared by:  
Deborah Luna  
Deborah Luna  
Date:

[Signature]  
Cortés

F



# Pay Day Register

Pay Date Range 09/01/18 - 09/14/18  
Pay Batch 201819

PSPRS POLICE DB RATE - TIER	3,972.70	34,100.64	Workers' Comp		Gross Base
PSPRS POLICE DB RATE - TIER 2	507.62	4,357.29	ANIMAL CONTROL OFFICERS	38.38	1,705.74
PSPRS POLICE DB RATE - TIER 3	878.28	8,835.80	ATTORNEY- ALL & CLERICAL-	59.58	27,077.27
STANDARD LIFE ADDTNL	821.28	.00	AUTO SERVICE/ REPAIR	95.07	3,407.38
TRANSWESTERN MEXICAN	96.26	.00	BUILDING- NOC OPER BY	670.43	18,521.01
U.S. MEX DENTAL - EE &	571.32	.00	BUS COMPANY AND DRIVERS	117.64	2,131.12
U.S. MEX DENTAL - EE &	63.48	.00	CLERICAL OFFICE/ LIBRARY/	188.19	78,411.01
UNITED WAY	14.00	.00	Electrician	60.10	1,914.00
US & MEX DENTAL= FAMILY	554.82	.00	FIREFIGHTERS	94.06	2,672.31
US & MEX HEALTH = C	6,141.80	.00	FIREFIGHTERS & DRIVERS	1,696.79	48,204.22
US & MEX HEALTH = FAMILY	4,812.15	.00	GARBAGE/ ASH/ REFUSE	269.56	4,312.78
US & MEX HEALTH = SP	1,048.60	.00	MUNICIPAL/ TOWN/	83.07	4,746.50
VSP - VISION FAMILY	615.00	.00	PARKS- NOC ALL EMPLOYEES	394.66	12,731.17
Net	\$289,353.25		POLICE OFFICERS	3,119.34	71,217.15
			RECREATION- ALL EMPLOYEES/	155.69	11,365.04
			SEWAGE DISPOSAL/ PLANT	485.91	14,125.38
			Street or Road Construction	1,280.95	15,951.83
			WATERWORKS OPERATIONS	412.87	11,898.08
			Total	\$9,222.29	

Direct Deposits	Amount
1st Bank Yuma	22,457.81
ACADEMY BANK	2,387.67
B OF AMERICA N	646.36
Bank of America	200.00
BBVA COMPASS	865.90
Charles Sch	200.00
Chase Bank	129,381.72
CHASE BANK CA	2,808.98
CHASE BANK MORGAN	1,449.33
chase centro	943.65
Federal Credit Union	36,184.94
FF CREDIT UNION	300.00
GREEN DOT BANK	500.00
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	6,208.62
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,012.66
Sunbank	2,230.58
USAA FEDERAL SAVING	1,263.06
WASHINGTON FEDERAL	1,011.94

# Payment Register

From Payment Date: 9/17/2018 - To Payment Date: 9/20/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	105	\$260,779.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>105</b>	<b>\$260,779.88</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	105	\$260,779.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>105</b>	<b>\$260,779.88</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	105	\$260,779.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>105</b>	<b>\$260,779.88</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	105	\$260,779.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>105</b>	<b>\$260,779.88</b>	<b>\$0.00</b>	

Prepared By:  
Maggie Dominguez  
Date: 9/20/18

C

# Payment Register

From Payment Date: 9/17/2018 - To Payment Date: 9/20/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
86437	09/18/2018	Open			Accounts Payable	STANDARD INSURANCE CO.	\$2,966.10		
86438	09/18/2018	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
86439	09/18/2018	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$144.50		
86440	09/18/2018	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT	\$46,061.28		
86441	09/18/2018	Open			Utility Management Refund	BUENO, JOCE & NORMA	\$13.77		
86442	09/18/2018	Open			Utility Management Refund	CONCORD GENERAL CONTRACTING/DARREL CONKLIN	\$1,950.52		
86443	09/18/2018	Open			Utility Management Refund	CONDE, YESENIA	\$228.65		
86444	09/18/2018	Open			Utility Management Refund	CORDERO, ROBERTO	\$25.96		
86445	09/18/2018	Open			Utility Management Refund	GONZALEZ, FLORA	\$153.94		
86446	09/18/2018	Open			Utility Management Refund	GUZMAN, HEIDY	\$43.61		
86447	09/18/2018	Open			Utility Management Refund	GUZMAN, VERONICA	\$64.86		
86448	09/18/2018	Open			Utility Management Refund	LOMELI, JENNIFER	\$42.04		
86449	09/18/2018	Open			Utility Management Refund	LUNA, RICARDO & LETISIA	\$55.37		
86450	09/18/2018	Open			Utility Management Refund	MAYORGA, CLAUDIA	\$148.43		
86451	09/18/2018	Open			Utility Management Refund	MURO, HECTOR	\$127.69		
86452	09/18/2018	Open			Utility Management Refund	PEREZ, LUIS	\$143.33		
86453	09/18/2018	Open			Utility Management Refund	REYES, FRANCISCO	\$168.06		
86454	09/18/2018	Open			Utility Management Refund	SAUCEDO, ANGIE	\$20.79		
86455	09/18/2018	Open			Utility Management Refund	ULLOA, RODOLFO	\$13.77		
86456	09/18/2018	Open			Utility Management Refund	VALENZUELA, REYNALDO & SANTA E ESPINOZA	\$132.59		
86457	09/18/2018	Open			Utility Management Refund	VALENZUELA, GILBERTO	\$10.86		
86458	09/20/2018	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61		
86459	09/20/2018	Open			Accounts Payable	FOP/ALC	\$240.00		
86460	09/20/2018	Open			Accounts Payable	PIONEER CREDIT RECOVERY, INC	\$147.29		
86461	09/20/2018	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$480.00		
86462	09/20/2018	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$7,508.57		
86463	09/20/2018	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,197.81		
86464	09/20/2018	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		

# Payment Register

From Payment Date: 9/17/2018 - To Payment Date: 9/20/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86465	09/20/2018	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$600.00		
86466	09/20/2018	Open			Accounts Payable	ALVAREZ, MIGUEL	\$150.00		
86467	09/20/2018	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,727.82		
86468	09/20/2018	Open			Accounts Payable	BOUCHER, MICHELLE	\$209.00		
86469	09/20/2018	Open			Accounts Payable	DE LA HOYA, TADEO	\$246.76		
86470	09/20/2018	Open			Accounts Payable	GARCIA-BONILLA, ELIZABETH	\$150.00		
86471	09/20/2018	Open			Accounts Payable	GUEVARA, ALAN	\$150.00		
86472	09/20/2018	Open			Accounts Payable	JESSUP , RICHARD	\$209.00		
86473	09/20/2018	Open			Accounts Payable	JUAREZ, NANCY	\$209.00		
86474	09/20/2018	Open			Accounts Payable	LARA, PAULINO	\$150.00		
86475	09/20/2018	Open			Accounts Payable	NAVARRO, MICHAEL	\$209.00		
86476	09/20/2018	Open			Accounts Payable	PACHECO, CARLOS	\$150.00		
86477	09/20/2018	Open			Accounts Payable	REYNOSO, NIGEL	\$150.00		
86478	09/20/2018	Open			Accounts Payable	SANTANA, MARCO	\$150.00		
86479	09/20/2018	Open			Accounts Payable	24-7 GET FIT SL, LLC	\$619.69		
86480	09/20/2018	Open			Accounts Payable	ALSCO, INC	\$1,945.87		
86481	09/20/2018	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$600.00		
86482	09/20/2018	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$65.00		
86483	09/20/2018	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	\$101,807.00		
86484	09/20/2018	Open			Accounts Payable	AUTOZONE STORES, INC	\$43.13		
86485	09/20/2018	Open			Accounts Payable	BLT ASPHALT LLC	\$1,374.45		
86486	09/20/2018	Open			Accounts Payable	BORDER GYM FITNESS LLC	\$572.00		
86487	09/20/2018	Open			Accounts Payable	CAMPA, OMAR	\$94.00		
86488	09/20/2018	Open			Accounts Payable	CDWG	\$6,284.47		
86489	09/20/2018	Open			Accounts Payable	CELAYA, PAOLA	\$132.00		
86490	09/20/2018	Open			Accounts Payable	CLARK, ANTHONY	\$250.00		
86491	09/20/2018	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$9,334.01		
86492	09/20/2018	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$20.00		
86493	09/20/2018	Open			Accounts Payable	DESERT WATER	\$373.02		
86494	09/20/2018	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$180.00		
86495	09/20/2018	Open			Accounts Payable	FRANCO, MARTIN, A	\$52.00		
86496	09/20/2018	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	\$180.00		
86497	09/20/2018	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$219.21		
86498	09/20/2018	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$6,749.02		
86499	09/20/2018	Open			Accounts Payable	GARCIA, JESUS	\$360.00		
86500	09/20/2018	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	\$1,309.88		
86501	09/20/2018	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$394.36		
86502	09/20/2018	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$402.98		
86503	09/20/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$4,961.81		
86504	09/20/2018	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$1,647.23		
86505	09/20/2018	Open			Accounts Payable	GUZMAN COLIN, KARLA, P	\$550.00		
86506	09/20/2018	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$4,626.36		
86507	09/20/2018	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$175.00		
86508	09/20/2018	Open			Accounts Payable	KTL&C, LLC.	\$60.00		





# Schedule D Pay Day Register

Pay Date Range 09/26/18 - 09/26/18

Pay Batch 201840BB

Pay Batch 201840BB Total

Employees in Pay Batch 60

Female Employees in Pay Batch 15

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
303 - VACATION PAYOFF	1,220.0000	27,932.20	Gross	27,932.20			
Total	1,220.0000	\$27,932.20	Imputed Income		Workers' Comp	Gross Base	
			FEDERAL TAX WITHHOLDING	417.00	27,932.20		
			SOCIAL SECURITY TAX	1,731.72	27,932.20	Direct Deposits	Amount
			MEDICARE	405.08	27,932.20		
			STATE WITHHOLDING	824.56	27,932.20	Check	\$24,553.84
			Net	\$24,553.84 ✓			

Prepared by:  
Debora Luna

Date:

# Payment Register

From Payment Date: 9/24/2018 - To Payment Date: 9/27/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86630	09/27/2018	Open			Accounts Payable	RADIKAL FASHION ENTERTAINMENT MAGAZINE LLC	\$1,100.00		
Type Check Totals:						89 Transactions	\$210,781.95		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$210,781.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>89</b>	<b>\$210,781.95</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$210,781.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>89</b>	<b>\$210,781.95</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$210,781.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>89</b>	<b>\$210,781.95</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$210,781.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>89</b>	<b>\$210,781.95</b>	<b>\$0.00</b>

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D.*  
*9/27/18*  


# Payment Register

From Payment Date: 9/24/2018 - To Payment Date: 9/27/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
86542	09/24/2018	Open			Accounts Payable	CHAVEZ, NOEL	\$59.00		
86543	09/24/2018	Open			Accounts Payable	YAGER, JAMES, A	\$911.76		
86544	09/25/2018	Open			Accounts Payable	ALVAREZ, MIGUEL	\$268.00		
86545	09/25/2018	Open			Accounts Payable	BILL ALEXANDER FORD	\$5,120.34		
86546	09/25/2018	Open			Accounts Payable	DESERT WATER	\$157.73		
86547	09/25/2018	Open			Accounts Payable	JUAREZ, NANCY	\$150.00		
86548	09/25/2018	Open			Accounts Payable	NAVARRO, MICHAEL	\$150.00		
86549	09/25/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$3,920.74		
86550	09/25/2018	Open			Accounts Payable	REYNOSO, NIGEL	\$268.00		
86551	09/25/2018	Open			Accounts Payable	SANTANA, MARCO	\$150.00		
86552	09/25/2018	Open			Accounts Payable	VASQUEZ, JOSE	\$268.00		
86553	09/27/2018	Open			Accounts Payable	84 LUMBER	\$2,034.45		
86554	09/27/2018	Open			Accounts Payable	A & H ELECTRIC	\$1,616.10		
86555	09/27/2018	Open			Accounts Payable	ALSCO, INC	\$113.03		
86556	09/27/2018	Open			Accounts Payable	AMBERLY'S PLACE	\$6,846.66		
86557	09/27/2018	Open			Accounts Payable	ARIZONA PNEUMATIC SYSTEM	\$1,815.51		
86558	09/27/2018	Open			Accounts Payable	ATLAS COMMERCIAL PRODUCTS	\$5,260.93		
86559	09/27/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
86560	09/27/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$217.00		
86561	09/27/2018	Open			Accounts Payable	BEAMSPEED LLC	\$139.90		
86562	09/27/2018	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$246.63		
86563	09/27/2018	Open			Accounts Payable	BIOLOGICAL SOLUTIONS LLC	\$1,759.68		
86564	09/27/2018	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,500.47		
86565	09/27/2018	Open			Accounts Payable	BLX GROUP LLC, DEPT 34461	\$1,000.00		
86566	09/27/2018	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	\$341.93		
86567	09/27/2018	Open			Accounts Payable	D & H ELECTRIC INC.	\$1,437.86		
86568	09/27/2018	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$19,166.50		
86569	09/27/2018	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$20.00		
86570	09/27/2018	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,048.52		
86571	09/27/2018	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	\$454.22		
86572	09/27/2018	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$50,065.29		
86573	09/27/2018	Open			Accounts Payable	EMPIRE MACHINERY	\$8,553.96		
86574	09/27/2018	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	\$4,752.87		
86575	09/27/2018	Open			Accounts Payable	ESPINOZA, ALEJANDRO	\$717.06		
86576	09/27/2018	Open			Accounts Payable	ESTRADA, JUAN	\$120.00		
86577	09/27/2018	Open			Accounts Payable	FACTOR SALES, INC.	\$332.14		
86578	09/27/2018	Open			Accounts Payable	FDC RESCUE PRODUCTS	\$8,430.88		
86579	09/27/2018	Open			Accounts Payable	FISHER CHRYSLER	\$1,401.74		
86580	09/27/2018	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$2,119.00		
86581	09/27/2018	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$98.35		
86582	09/27/2018	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$834.05		
86583	09/27/2018	Open			Accounts Payable	GUZMAN COLIN, KARLA, P	\$300.00		
86584	09/27/2018	Open			Accounts Payable	INSITE INSTRUMENTATION GROUP	\$745.00		

# Payment Register

From Payment Date: 9/24/2018 - To Payment Date: 9/27/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86585	09/27/2018	Open			Accounts Payable	IPS GROUP INC	\$1,675.68		
86586	09/27/2018	Open			Accounts Payable	LAW OFFICE OF JEREMY CLARIDGE, PLC	\$8,000.00		
86587	09/27/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$2,704.96		
86588	09/27/2018	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$205.97		
86589	09/27/2018	Open			Accounts Payable	LIBTEL ASSOCIATES	\$1,803.70		
86590	09/27/2018	Open			Accounts Payable	LOOMIS	\$1,429.03		
86591	09/27/2018	Open			Accounts Payable	LOU'S GLOVES, INC	\$780.00		
86592	09/27/2018	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$360.00		
86593	09/27/2018	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$982.67		
86594	09/27/2018	Open			Accounts Payable	NEWEGG BUSINESS INC.	\$278.36		
86595	09/27/2018	Open			Accounts Payable	OFFICE DEPOT	\$5,375.07		
86596	09/27/2018	Open			Accounts Payable	OFFICE NATION, INC.	\$7,064.33		
86597	09/27/2018	Open			Accounts Payable	PEREZ , SONIA, M	\$664.20		
86598	09/27/2018	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$183.87		
86599	09/27/2018	Open			Accounts Payable	RADIKAL FASHION ENTERTAINMENT MAGAZINE LLC	\$325.00		
86600	09/27/2018	Open			Accounts Payable	RDO EQUIPMENT CO.	\$460.33		
86601	09/27/2018	Open			Accounts Payable	RIVERA, MARIA , ELENA	\$75.00		
86602	09/27/2018	Open			Accounts Payable	ROLDAN, JESUS	\$150.00		
86603	09/27/2018	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$9,239.80		
86604	09/27/2018	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$830.00		
86605	09/27/2018	Open			Accounts Payable	SANFORD, JAMES	\$727.43		
86606	09/27/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	\$540.00		
86607	09/27/2018	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$14,212.66		
86608	09/27/2018	Open			Accounts Payable	SPECTRUM BUSINESS	\$160.16		
86609	09/27/2018	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$2,199.34		
86610	09/27/2018	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	\$150.00		
86611	09/27/2018	Open			Accounts Payable	THE ROACH PEST CONTROL	\$325.00		
86612	09/27/2018	Open			Accounts Payable	TORRES, CRISTIAN	\$110.00		
86613	09/27/2018	Open			Accounts Payable	USA BLUE BOOK	\$1,006.41		
86614	09/27/2018	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$2,200.11		
86615	09/27/2018	Open			Accounts Payable	YUMA AUTO REBUILDERS	\$1,561.52		
86616	09/27/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$6,440.64		
86617	09/27/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$247.58		
86618	09/27/2018	Open			Accounts Payable	YUMA SUN INC	\$220.50		
86619	09/27/2018	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$806.39		
86620	09/27/2018	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$39.71		
86621	09/27/2018	Open			Accounts Payable	GALAVIZ, LIZANDRO	\$144.00		
86622	09/27/2018	Open			Accounts Payable	GONZALEZ, JESUS E	\$10.70		
86623	09/27/2018	Open			Accounts Payable	GUZMAN, JANET	\$50.00		
86624	09/27/2018	Open			Accounts Payable	LINAREZ, SARA	\$50.00		
86625	09/27/2018	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$60.00		
86626	09/27/2018	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$192.50		
86627	09/27/2018	Open			Accounts Payable	VALENZUELA, LEANDRO	\$108.35		
86628	09/27/2018	Open			Accounts Payable	VERDUGO, MARITZA	\$50.00		
86629	09/27/2018	Open			Accounts Payable	KS STATE BANK	\$487.58		



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.A.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2018-2019. (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.

**Amount:** The city has entered into an agreement with the Humane Society of Yuma in the past and has already budgeted funds up to **\$50,000.00** for services to continue until the end of the Fiscal Year 2018-2019. Under the agreement, the city will pay a flat rate for services for the year.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE AGREEMENT IN THE BUDGETED AMOUNT OF \$50,000.00 WITH THE HUMANE SOCIETY OF YUMA.**

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>	\$50,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80000, Contractual Services/\$427,350.00

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

Contribution amount of \$50,000.00 is budgeted for the 2018-2019 Fiscal Year.

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#### Attachments

Agreement

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## **AGREEMENT FOR ANIMAL SHELTER SERVICES**

This agreement (“Agreement”) is effective the 1<sup>st</sup> day of July, 2018, (“Effective Date”) and made between the **Humane Society of Yuma**, a non-profit corporation organized under the laws of Arizona, having its offices at 4050 South Avenue 4½, Yuma, Arizona (“HSOY”) and the **City of San Luis**, a municipal corporation organized under the laws of Arizona and having its administrative offices at 1090 East Union Street, San Luis, Arizona (“City”), for animal shelter services and related services to the City. The HSOY and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

In consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

### **1. Term of Agreement and Termination**

This Agreement shall be in effect from July 1, 2018, and continuing through June 30, 2019.

Either Party may terminate this agreement with 30 days of notice without cause. The City shall pay HSOY for all services rendered to the date of termination at HSOY’s regular rate if the contract is terminated before June 30, 2019, and the HSOY shall reimburse the City for any payment the City has made above the HSOY’s regular rate.

In addition, this Agreement may be terminated by either party for a material breach of nonperformance of contract requirements upon thirty (30) days’ written notice.

Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon thirty (30) days’ notice.

### **2. Designation of the Animal Control Agent under this Agreement**

Under this Agreement the City will collect animals as allowed by law through its Animal Control Officers (“ACO”) of the San Luis Police Department.

### **3. HSOY Services**

#### **a. Impounding and Hours Available.**

Any animal impounded by HSOY will be done by dispatch during regular business hours. Regular business hours are Monday through Sunday 9:00 a.m. through 5:00 p.m. If an animal needs to be brought into the shelter after business hours, the ACO will contact the HSOY officer on call to set a time to impound the animal at the convenience of the HSOY officer. From 11:00 p.m. to 7:00 a.m. no stray or healthy animals will be impounded into the HSOY Shelter.

#### **b. Injured Animals.**

If the ACO pick up an animal after hours that is suffering and the ACO believes the animal should be euthanized, the ACO shall call the HSOY and ask that an Animal Control Officer of the HSOY 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. The HSOY also reserves the right to euthanize any animal at any point during the animals hold period if it is in the best interest of the animal.

#### **c. Impounding of Strays and Owned Animals.**

Any animals that the ACO brings to the HSOY for impoundment 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. If the animal is not wearing a collar, does not have a microchip, and has not been tattooed, then it will be considered a "Stray." Owned animals will be held for a total of five (5) business days. A stray animal will be held for a total of three (3) business days. Business days are Tuesday through Saturday.

#### **d. Animals who have Bitten.**

All animals that enter into the facility with a bite issue will be quarantined for ten (10) days. The ACO shall do the entire report. The ACO shall start the report. The HSOY staff shall clear each bite animal and notify the ACO once the quarantine is completed. HSOY will provide for

each bite animal a "One-Day Form" which must be signed.

d. Clinics.

The HSOY shall provide clinics for the residents of San Luis to vaccinate and sterilize their pets.

**4. Public Information/Education.**

The HSOY shall respond to individual citizen requests for information concerning animal welfare, and shall make its staff available for public speaking events at community meetings, organizations, public hearings, schools, and to the media. The HSOY shall further provide visual and media aids in the form of brochures, handouts, information for the Internet, and other appropriate materials. Prior to distribution of any written materials bearing the City logo or the City name, the HSOY shall coordinate with the City Manager, or his designee. The City shall support the HSOY's public information/education campaigns to the City's residents regarding vaccination and sterilization of pets.

**5. Facility for Clinic.**

A separate agreement will be negotiated for the HSOY to use of a city-owned facility for clinics within the City of San Luis.

**6. Consideration.**

In consideration for the HSOY's performance of the duties listed herein, the City shall pay the HSOY the total flat rate sum of \$50,000.00. Payments shall be made in equal installments of \$4,166.67 for each full month of service.

**7. Accountability.**

The HSOY shall provide the City with monthly reports concerning the number of animals sheltered, the number of animals vaccinated, the number of animals sterilized, and the number of animals euthanized.

**8. Subcontracting.**

The HSOY shall not assign or subcontract this agreement, or any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from the City Manager or his designee.

## **9. Hold Harmless.**

To the extent permitted by law, the HSOY hereby agrees to indemnify, defend, save, and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits, or judgments, including, costs and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, in connection with, or incident to, the performance of this contract, except those caused by the sole negligence of the City.

This indemnity agreement shall include any claim made against the City by an employee of the HSOY or subcontractor or agent of the HSOY, even if the HSOY is otherwise immune from liability pursuant to the applicable workers' compensation statute.

In the event of litigation between the parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing Party.

## **10. Insurance.**

The HSOY shall provide and maintain liability insurance coverage of at least \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. Said insurance policy shall name the City as an additional insured. The HSOY shall deliver to the City a certificate of insurance in a form satisfactory to the City no later than 30 days after the signing of this Agreement. Such policy shall provide for thirty (30) days prior written notice prior to cancellation.

## **11. Compliance with the Law.**

The HSOY agrees it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulation including, but not limited to obtaining a San Luis Business License before the first Clinic in the City of San Luis. With proof of IRS §501(c)(3) tax-exempt status, the business license is free under San Luis City Code §110.03.

## **12. Provisions Required by Arizona Law.**

### Conflict of Interest

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

### Employment Eligibility

The HSOY hereby warrants 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 warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of The HSOY to ensure that The HSOY complies with this warranty.

Boycott

The HSOY 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. The undersigned understands this certification will become public record under A.A.C. R2-7-C317.

**13. Miscellaneous Provisions.**

a. Notices. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the City -

City Manager  
City of San Luis  
P.O. Box 1170 (by United States Postal Service)  
1090 East Union Street (by personal process or courier)  
San Luis, Arizona 85349

Copy to

San Luis City Attorney  
City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

If to the HSOY

Executive Director  
Humane Society of Yuma

4050 Avenue 4½ East  
Yuma, Arizona 85365

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

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

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

d. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

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

f. 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.

g. Reformation. 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 of this Agreement.

h. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

i. Venue. 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 or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action

and the Parties waive any right to object to such venue. 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.

j. 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 under this Agreement.

k. No Agency Created. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency, partnership, joint venture or other similar arrangement between the Parties.

l. No Personal Liability. No member, official or employee of the City shall be personally liable to HSOY, 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 HSOY 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 HSOY under this Agreement shall be limited solely to the assets of HSOY 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 The HSOY; (ii) the shareholders, members or managers or constituent partners of the HSOY; or (iii) officers of the HSOY.

m. Survival. All representations and warranties of the HSOY, the HSOY's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of this Agreement.

n. Time is of the essence. Time is of the essence in this Agreement.

o. Further Acts. Each of the Parties 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 Agreement.

p. Force Majeure. If the HSOY or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or

military authority, wars or material changes in applicable business laws or regulations.

q. Entire Agreement. This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the Parties.

r. 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.

#### **14. Ratification.**

Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

[Intentionally blank, signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in Yuma County, Arizona

**City of San Luis, Arizona**

\_\_\_\_\_

Gerardo Sanchez, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_

Kay Marion Macuil, City Attorney

**Humane Society of Yuma**

\_\_\_\_\_

Annette Lagunas, Executive Director

Date: \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.B.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2018-2019. **(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 2018-2019. The \$50,000.00 will cover a discounted yearly retainer which was requested by the city. In addition to the retainer, the contract covers travel and out-of-pocket expenses such as mileage, lodging, airfare and ground transportation. The city has paid these expenses in prior years.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT IN THE BUDGETED AMOUNT OF \$50,000.00 WITH RAMIREZ ADVISORS INTER-NATIONAL, L.L.C. AS PRESENTED.**

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>	\$50,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80000, Contractual Services/\$427,350.00

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

Contribution amount of \$50,000.00 is budgeted for the 2018-2019 Fiscal Year.

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## Attachments

Renewal Letter FY 18-19  
Contract

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September 12, 2018

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;
- Cars to be permitted to cross at San Luis II;
- 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. Ramirez Thomas, MSFS  
President

**FOR THE CITY OF SAN LUIS**

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

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

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

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

**ATTACHMENT #1**  
Professional Biography

**LUIS E. RAMÍREZ THOMAS, MSFS**

Luis is the President of Ramirez Advisors Inter-National, LLC (RAI-N). He has over 28 years of experience on US-Mexico border infrastructure projects, North American relations, international business and negotiations, regional economic development, industrial site selection, government procurement, 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.

Before establishing his firm over 13 years ago, Luis was the International Business Advisor for Lewis and Roca, LLP (now Lewis Roca Rothgerber Christie, LLP), in Phoenix. There he worked with clients from the strategic planning phase of an international business expansion through the implementation and start-up of operations, with particular focus on Mexico. He also worked with various clients on a variety of border infrastructure and industrial projects. Additionally, he assisted on a variety of legal matters including asset recovery and crossborder litigation strategies.

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 firm's Southern California region.

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 Arizona-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in San Luis Rio Colorado, Sonora. These projects entailed extensive work with Mexican and US Federal regulatory agencies and local and state governments, as well as managing binational legal, consulting, engineering and construction teams.

Luis recently completed his third and final term as part 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 Mexico. This board is managed by the US Environmental Protection Agency. Luis also completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal advisory 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, Chaired 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 more. He also represented the organization's key positions such as supporting the creation of the Department of Homeland Security.

Luis also served 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 was involved in the coordination of efforts on Arizona-Sonora transportation issues and making annual reports and recommendations to the Arizona legislature on the environment, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry out commercial operations between Arizona and Mexico.

He serves on multiple professional and charitable boards, including the Arizona Hispanic Chamber of Commerce, the Citizens Advisory Group for the International Boundary and Water Commission, the Board of Trustees for United Cerebral Palsy and the Isaac Educational Foundation. He has served on multiple boards, including the National Law Center for Inter-American Free Trade, the West Valley Child Crisis Center, Gateway Community College Incubator Board of Advisors, the US-Mexico Chamber of Commerce – California Chapter, the BTA Foundation, Friends of Public Radio Arizona and many more. He has received various Gubernatorial Appointments, including as a member of the Governor's Canamex Task Force. He was recently selected as the *Friend of the Border* by the Global Chamber of Commerce.

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 where he majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He was also a member of the University of Arizona Shotokan Karate Team that won the national collegiate championship in 1989. He 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 (R-AZ), where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).

## **AGREEMENT**

Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and effective as of July 1, 2018 between Ramírez Advisors Inter-National, L.L.C. of 2642 E. Thomas Road, Phoenix, Arizona 85016, a limited liability company organized under the laws of Arizona ("RAI-N") and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona ("City"). (RAI-N and City may be referred to singularly as the "Party" and collectively as the "Parties").

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

**SECTION TWO.  
DURATION**

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

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

### **SECTION THREE. RENEWAL**

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

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

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

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

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

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

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

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

#### 4.4 Professional Staffing

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

#### 4.5 Ethics

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

#### 4.6 Confidentiality

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

**SECTION FIVE.  
OBLIGATION OF CITY**

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

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

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

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

**SECTION SIX.  
LIABILITY INSURANCE AND INDEMNITY**

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

Coverage

Commercial General Liability, including:

Premises and Operations  
Contractual Liability  
Personal-Injury Liability  
Independent Contractors  
Liability

Minimum Limits

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

Comprehensive Automobile Liability

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

(including, owned, non-owned and hired autos)

Occurrence

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

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

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

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

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

7.3 Boycott. RAI-N 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. The undersigned understands this certification will become public record under A.A.C. R2-7-C317.

## **SECTION EIGHT.**

## MISCELLANEOUS PROVISIONS

8.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and delivered personally by process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the City:                      City Manager  
                                                 City of San Luis  
                                                 P.O. Box 1170 (by United States Postal Service)  
                                                 1090 East Union Street (by personal process or courier)  
                                                 San Luis, Arizona 85349

With a copy to:                      San Luis City Attorney  
                                                 The City of San Luis  
                                                 P.O. Box 1170  
                                                 San Luis, Arizona 85349

If to the RAI-N                      Luis E. Ramirez Thomas  
                                                 President  
                                                 Ramirez Advisors Inter-National, L.L.C.  
                                                 2642 E. Thomas Road  
                                                 Phoenix, Arizona 85016

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices, approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

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

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

8.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. RAI-N represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly

qualified to do business in the State of Arizona and is in good standing under state laws. RAI-N and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

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

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

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

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

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

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

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

8.11 No Personal Liability. No member, official or employee of the City shall be personally liable to RAI-N, or any successor (a) if any default occurs or breach by the City, (b) for any amount which may become due to the RAI-N or its successor, or (c) under any obligation of the City under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of RAI-N under this Agreement shall be limited solely to the assets of RAI-N and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of RAI-N; (ii) the shareholders, members or managers or constituent partners of RAI-N; or (iii) officers of RAI-N.

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

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

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

[Intentionally left blank, signature page follows]

**SECTION NINE.  
EFFECT OF AGREEMENT**

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

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

**City of San Luis, Arizona**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.C.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2018-2019. (**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 **\$41,810.00** for services to continue until the end of the Fiscal Year 2018-2019.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH AMBERLY'S PLACE FOR FISCAL YEAR 2018-2019 IN THE AMOUNT OF \$41,810.00.**

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>	\$41,810.00
<b>BUDGETED AMOUNT:</b>	\$41,810.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80000, Contractual Services/\$427,350.00

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

Contribution amount of \$41,810.00 is budgeted for the 2017-2018 Fiscal Year.

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#### Attachments

Contribution Letter FY 18-19  
Agreement





May 4, 2018

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 continue to take place as does the increase in services to the people who live in the City of San Luis. Many exciting things have transpired this last year that I would like to share with you that are unique to the City of San Luis. The San Luis Police Department has made it possible for one of the rooms designated for Amberly's Place to be used for therapy for children who are survivors of domestic violence with a parent who has committed suicide. The Arizona Child and Adolescent Survivor Institute is located in Flagstaff Arizona. However, with the use of tele-therapy and the soft room at the P.D. a child victim can now have a safe place to go and receive therapy from a Spanish speaking therapist. These children previously were the forgotten survivors of a suicide left with many problems and little help. Thanks to this partnership with the City of San Luis this gap is covered at no cost to the family.

The City of San Luis Prosecutor meets with each DV victim prior to the hearing. The prosecutor's office contacts the Amberly's Place advocate to coordinate a meeting with the victim. This is the only prosecutor in Yuma County this agency works with that takes the time to do this. The advocates have stated this step helps the victims to feel believed and stronger. Each act of kindness helps the victim to heal and move forward. The two collaborative efforts stated above are proof that the City of San Luis is vested in helping victims become survivors. However, there are other great things happening in your community.

The advocates have talked with Judge Guerrero regarding the issues with Orders of Protection and the close proximity to Mexico. Abusers know that the Orders issued in San Luis, Arizona are not recognized in San Luis, Mexico. This has made crossing into Mexico very dangerous for the victims. Judge Guerrero contacted the Courts in Mexico and set up an appointment. The Judge and an Amberly's Place Advocate went to San Luis, Mexico to see if they could get them to recognize US Orders of Protection. This is a start in a conversation which could make some huge changes for DV victims living in San Luis, Arizona and crossing to see family in San Luis, Mexico. Once again this shows the investment and partnership with the City of San Luis.

The San Luis Police Department has an agreement with US Port Authorities to notify the Police Department when a DV offender crosses the Border and the victim has an Order of Protection. The police then working with Amberly's Place notify the victim giving them time for any safety measures needed. This can help to save lives by giving this advance notice.



Amberly's Place advocates are members of the South County Domestic Violence Task Force and attend meetings and events with this group. They are also members of the South County Sexual Assault Task Force. Being part of the multi-disciplinary team in the City of San Luis is important to this agency and strengthens our relationship and services to victims.

A new Yuma County Sexual Assault Task Force has been formed. San Luis Police Department is part of this new Task Force. One of your officers received a scholarship to the training in Phoenix on new investigative methods in sexual assault cases with some Task Force members. This group will bring training to Yuma County law enforcement officers at no cost on investigating these crimes. This group is also looking at the statewide protocols to see how they can be adapted to be guidelines for Yuma County. Peer reviews are held monthly at Amberly's Place for all forensic interviewers. These will now include interviews of sexual assault victims to help strengthen this area of investigation.

Amberly's Place now has 5 full time advocates who are all bilingual and will be available for the City of San Luis calls for services. The partnership this agency has with the City of San Luis and the Mayor and Council as well as the Police Department is very important to us. The services in the City of San Luis continue to improve due to these partnerships. This agency will continue to provide training at no cost to your officers and work as a team to address issues facing victims of abuse. We are requesting the same amount of funding as we have received in the previous years, which is \$41,808.00. We hope to see some of the inroads and improvements the City of San Luis has made for victims repeated in other Yuma County cities and towns.

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.

Respectfully;

*Diane Umphress*

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:

CITY, and

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

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, 2018 and ending on June 30, 2019.
- B. The CITY agrees to pay AMBERLY'S PLACE as follows:
  1. The amount of \$41,810.00 for services to be provided by AMBERLY'S PLACE pursuant to this Agreement during City fiscal year 2018/2019.
- 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 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 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 \_\_\_\_\_ 2018.

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

### Regular City Council Meeting

5.D.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2018-2019. **(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 Fiscal Year 2018-2019.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT IN THE BUDGETED AMOUNT OF \$3,000.00 WITH GETHSEMANI FOOD MINISTRY AS PRESENTED.**

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>	\$3,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80007 Council Sponsorships/Pledges \$68,650.00

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

Contribution amount of \$3,000.00 is budgeted for the 2018-2019 Fiscal Year.

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#### Attachments

Gethsemani Contract

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## **AGREEMENT**

Agreement (the "Agreement") made this \_\_\_ day of \_\_\_\_\_, 2018, between the City of San Luis, Arizona, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (the "City"), and Gethsemani Food Ministries, a faith-based charitable organization of 1011 B Street, P.O. Box 2067, San Luis, AZ 85349 ("Food Ministries"). The City and the Food Ministries may be referred to singularly as the "Party" and collectively as the "Parties").

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

### **SECTION ONE. PURPOSE**

The Parties have the mutual purpose to deliver food to low-income residents of the City of San Luis, Arizona.

### **SECTION TWO. DURATION**

The term of this Agreement shall start on the date of execution (which is the day the last Party approved this Agreement) and end on June 30, 2019.

### **SECTION THREE. OBLIGATION OF THE FOOD BANK**

- 3.1 The Food Ministries promises to deliver food to low-income persons within the city limits of the City of San Luis at least twice per month and to do so free of charge to said low-income persons for the duration of this Agreement. The Food Ministries shall provide proof to the City that it provided \$3,000.00 worth of food to low-income persons.
- 3.2 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.
- 3.3 Distribution of food shall conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.

### **SECTION FOUR. OBLIGATION OF CITY**

The City agrees to pay the Food Ministries \$3,000.00 (three thousand dollars) for food services to low-income persons in the city limits of the City of San Luis.

## **SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY**

The Food Ministries agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless against any 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 the Food Ministries. The Food Ministries obligations under this paragraph shall survive expiration or termination of this Agreement.

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

6.1 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 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.

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

6.3 Boycott. Food Ministries 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. The undersigned understands this certification will become public record under A.A.C. R2-7-C317.

## **SECTION SEVEN. MISCELLANEOUS PROVISIONS**

7.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and delivered personally by process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the City:                   City Manager  
                                          City of San Luis  
                                          P.O. Box 1170 (by United States Postal Service)  
                                          1090 East Union Street (by personal process or courier)

San Luis, Arizona 85349

With a copy to: San Luis City Attorney  
The City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

If to the  
Food Ministries President/CEO  
Gethsemani Food Ministries  
P.O. Box 2067 (by United States Postal Service)  
1101 B Street (by personal process or courier)  
San Luis, Arizona 85349

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices, approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Food Ministries 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 Agreement.

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

7.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Food Ministries represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The Food Ministries 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.

7.5 Amendment of the Agreement. No change or additions are to be made to this Agreement except by written amendment executed by the Parties.

7.6 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.

7.7 Reformation. 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 of this Agreement.

7.8 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

7.9 Venue. 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 or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action. Parties waive any right to object to such venue. 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.

7.10 Attorney's Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other party to enforce any of the terms, covenants or conditions hereof, or for any breach or default, 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.

7.11 Assignment. The rights of each Party under this Agreement shall 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.

7.12 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 under this Agreement.

7.13 No Agency Created. 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 the City and the Food Ministries.

7.14 No Personal Liability. No member, official or employee of the City shall be personally liable to the Food Ministries, 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 Food Ministries 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 the Food Ministries under this Agreement shall be limited solely to the assets of the Food Ministries 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 the Food Ministries; (ii) the shareholders, members or managers or constituent partners of the Food Ministries; or (iii) officers of the Food Ministries.

7.15 Further Acts. Each of the Parties 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.

7.16 Time is of the essence. Time is of the essence in this Agreement and the Food Ministries agrees to use the utmost diligence in the performance of this Agreement.

7.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

7.18 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 the signature of all Parties may be physically attached to a single document.

**SECTION EIGHT. EFFECT OF AGREEMENT**

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

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

**City of San Luis, Arizona**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Gethsemani Food Ministries**

\_\_\_\_\_  
Jose M. Castro, Pastor



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.E.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2018-2019. **(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 **\$30,000.00** for the Youth Build Program until the end of Fiscal Year 2018-2019.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT IN THE BUDGETED AMOUNT OF \$30,000.00 FOR THE YOUTH BUILD PROGRAM AS PRESENTED.**

The Contract will be provided by the time of meeting.

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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>	\$30,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80000, Contractual Services/\$427,350.00

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

Contracted amount of \$30,000.00 is budgeted for Fiscal Year 2018-2019.

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## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.F.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2018-2019. **(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 **\$25,000.00** for food to low-income persons in the City of San Luis until the end of the Fiscal Year 2018-2019.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT IN THE BUDGETED AMOUNT OF \$25,000.00 WITH THE YUMA COMMUNITY FOOD BANK AS PRESENTED.**

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>	\$25,000.00
<b>BUDGETED AMOUNT:</b>	\$25,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80007 Council Sponsorships/Pledges \$68,650.00

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

Contribution amount of \$25,000.00 is budgeted for the 2018-2019 Fiscal Year.

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#### Attachments

Contribution Letter FY 18-19  
Agreement

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May 1, 2018

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;

This year the Yuma Community Food Bank (YCFB) is celebrating 40 years of serving Yuma County with donated food and 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) all managed by DES, privately donated produce distributions and food support to the San Luis Senior Nutrition Center location. Having multiple monthly visits has been well received by the San Luis residents.

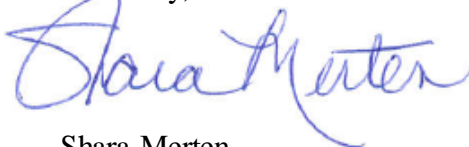
In fiscal year 2016-17 YCFB served 4404 residents in San Luis, this is an increase of 28% over FY16, and in this fiscal year we have served 3710 residents through April and our fiscal year ends in June.

With sustained funding from San Luis, YCFB has looked to enhance our ability to serve the needs of the underserved members in your community. YCFB continues to provide any and all resources available toward procuring food and providing efficient distribution of it. In this current fiscal year, we are adding another program specifically for the Youth Center program this year, as well. I have included the details for this pilot program, with the hopes that the outcome will be well received with the children. This program is designed to have purchased nutritional foods for young children, similar to our Back Pack Program in some of the area schools.

YCFB respectfully requests support in the amount of \$25,000 for fiscal year 2019. YCFB has truly appreciated the support and partnership that the City Council has provided to the Food Bank previously. We look forward to a greater collaboration 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

PAGE TWO, SAN LUIS CITY COUNCIL FORMAL REQUEST

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SAN LUIS YOUTH CENTER

SNACK PACK PROPOSAL

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**NARRATIVE**

During the past months, the Food Bank has been in discussions with Louie Galaviz, Aracely DeLaHoya and Enrique Partida to explore many different options to better serve San Luis. We are so pleased to be able to widen the area to include partnering with the Youth Center and provide a Snack Pack to every child in the program for a twelve-month period.

There are other items that can be added or substituted depending upon the desired outcomes of the City of San Luis Parks and Recreation.

In using our resources to look at food costs, we propose to provide for twelve months, 4,800 snack packs that would contain:

- Macaroni and cheese
- Juice box
- Granola bar
- Fruit cup
- Educational cookies, in English and Spanish

**IMPLEMENTATION**

If accepted, this project could be launched as early as June or as late as August, depending upon vendor deliveries.

**PROJECTED FUNDING REQUEST**

\$10,000 to fund the purchase and processing.

## AGREEMENT

This Agreement (“Agreement”) is effective the 1<sup>st</sup> day of July, 2018, and made between the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona (“City”), and Yuma Community Food Bank, a non-profit charitable corporation organized under the laws of Arizona, having its administrative offices at 2404 E. 24th Street, Yuma, AZ 85365 (“Food Bank”). The Food Bank and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. The City agrees to pay to the Food Bank the sum of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.
2. Between July 1, 2018 and June 30, 2019, the 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. The Food Bank agrees to defend, indemnify and hold the 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 the Food Bank. The 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 the 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.

- C. **Attorney's Fees.** In the event either Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other 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.
- D. **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.
- E. **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.
- F. **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 Agreement.
- G. **Time of the Essence.** Time is of the essence of this Agreement.
- H. **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 the City and the 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.
- I. **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.
- J. **Amendment.** No change or additions are to be made to this Agreement except by written amendment executed by the Parties.
- K. **Governing Law.** This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

K. Arizona Required Provisions.

1. Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
2. Employment Eligibility. The Food Bank hereby warrants 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 warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of the Food Bank to ensure that the Food Bank complies with this warranty.
3. Boycott. The Food Bank 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. The undersigned understands this certification will become public record under A.A.C. R2-7-C317.

L. 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.

M. 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. 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.

M. No Personal Liability. No member, official or employee of the City shall be personally liable to the 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 Food Bank or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

- N. Compliance with Law. The Food Bank 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.
- P. 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.
- Q. Notices. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:
- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
  - personal delivery by process server or
  - sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the City -

City Manager  
City of San Luis  
P.O. Box 1170 (by United States Postal Service)  
1090 East Union Street (by personal process or courier)  
San Luis, Arizona 85349

Copy to

San Luis City Attorney  
City of San Luis  
P.O. Box 1170  
San Luis, Arizona 85349

If to the Food Bank

Executive Director  
Yuma Community Food Bank  
2404 E. 24th Street, Yuma, AZ 85365  
Yuma, Arizona 85365

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

R. Ratification. Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

S. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in Yuma County, Arizona

**City of San Luis, Arizona**

\_\_\_\_\_  
Gerardo Sanchez, Mayor  
Date: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Yuma Community Food Bank**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.G.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2018-2019. **(Tadeo A. De La Hoya, City Manager and Jenny Torres, Economic Development 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 on 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 ten (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 needed 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 \$45,000.00 for services to continue until the end of Fiscal Year 2018-2019.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT IN THE BUDGETED AMOUNT OF \$45,000.00 WITH GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION AS PRESENTED.**

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>	\$45,000.00
<b>BUDGETED AMOUNT:</b>	Yes
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	100-110-80000, Contractual Services/\$427,350.00

**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**

Contribution Letter FY 18-19

Contract

No Boycott Certificate

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# Greater Yuma

ECONOMIC DEVELOPMENT CORP

May 2, 2018

Mayor Gerardo Sanchez  
City of San Luis  
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.

I am certain you are well into your budget process and I sincerely apologize for the tardiness of my letter. The reason for this however is good. We have been traveling and meeting with industry experts in the Food Processing and Aerospace sectors. I have just returned from these meetings. All meetings went extremely well and we are poised to gain much interest from these industry leaders.

I continue to champion the per capita funding model. As you are aware, budget stability has been a key focus of the GYEDC Governance Committee. The per capita method is widely accepted nationwide and implemented across the State of Arizona as well. The City of Yuma has met their per capita budget requirement and the County has systematically increased their annual budget allocation by \$10,000 per year and will meet their per capita budget requirement in 2019/20.

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 EntitieEconomic Development is \$5.32 per person based upon 2000 census population. Currently the City of San Luis per capita requirement is \$63,763, a gap of \$23,763 from the past year investment. I respectfully request the City commit to an annual increase of \$5,000, which would put you on track to meet the per capita requirement in five years time. With this commitment to increase, GYEDC can continue to grow our efforts in attracting and retaining the industries desired by the entire region.

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 circular stamp.

Julie Engel  
President/CEO

cc: Maria Cecilia Ramos, Vice Mayor  
Tadeo De La Hoya, City Administrator  
Matias Rosales, Councilmember

**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 2018-2019, unless terminated as provided herein, that amount which is stated herein. Such sum is to be disbursed on a pro-rata 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, 2018 and ending on June 30, 2019.
  - B. The CITY agrees to pay Greater Yuma Economic Development Corporation an amount of \$45,000 for services to be provided by Greater Yuma Economic Development Corporation pursuant to the Agreement during Fiscal Year 2018-2019.
  - 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.
- . 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 of 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  
Suite 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 in Yuma County, Arizona

CITY OF SAN LUIS , a municipal corporation

GREATER YUMA ECONOMIC  
DEVELOPMENT CORPORATION, an  
Arizona nonprofit corporation

\_\_\_\_\_  
Gerardo Sanchez, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Signature

Sonia Cornelio, City Clerk

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

APPROVED AS TO FORM  
\_\_\_\_\_

Title: \_\_\_\_\_

Kay Marion Macuil, City Attorney

Date: \_\_\_\_\_

**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

### Regular City Council Meeting

5.H.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2056. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the 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 2018-2019. The City of San Luis and seven (7) other entities entered into the IGA in 2012 with 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 twenty-five year, IGA of 2012, a formula of the percentage of contribution is developed every year.

At the March 26, 2018, open meeting of the Yuma County Intergovernmental Public Transportation Authority, the contribution was calculated for San Luis for 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 the amount of \$70,572.00.

**Procedure of Approval:** Under the IGA, the city's approval is to be by way of resolution.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2056.**

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>	\$70,573.00
<b>BUDGETED AMOUNT:</b>	\$70,580.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	No Transfer Required

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 100-110-80000, Contractual  
Services/\$427,350.00

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

\$70,580.00 was budgeted for Fiscal Year 2018-2019.

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**Attachments**

Resolution No. 2056

YCAT Letter

YCAT March 26, 2018 Minutes

Master IGA YCIPTA

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**No. 2056**

**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 a twenty-five-year, 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 requires that YCIPTA develop a formula annually and each member timely contribute its designated share of non-federal funds with the approval by resolution of each member in its budgetary process; and

**WHEREAS**, the YCIPTA at its March 26, 2018 meeting adopted a formula for a total amount of \$70,573.00 for the contribution for San Luis which is the same dollar amount that 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.** The appropriate City officials are authorized and directed to submit the contribution for YCAT transportation services in the amount not to exceed \$70,573.00 of non-federal funds.

[Intentionally left blank, signature page to follow]

**PASSED, ADOPTED and APPROVED** by the Mayor and Common Council of the City of San Luis, Arizona, this \_\_\_\_ day of October 2018.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076  
Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.yciptaz.gov](http://www.yciptaz.gov)

May 3, 2018

Ralph Velez  
City of San Luis  
P.O. Box 1170  
San Luis, AZ 85349

### RE: Request for FY 2019 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

On March 26, 2018, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved the Fiscal Year 2019 Member Agencies Contributions which will fund Yuma County Area Transit and YCAT On Call services from July 1, 2018 to June 30, 2019. Below is the breakdown for the City of San Luis's local share of match funding required for the operation of the transit system:

#### ANNUAL TOTAL

YCAT/On Call Transit Match \$ 70,573

The amount is consistent with what has been paid in FY 2018 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 26, 2018. Invoices will be sent at a later date.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov).

Sincerely,

Shelly Kreger  
Transit Director  
Yuma County Intergovernmental Public Transportation Authority

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Yuma County Intergovernmental Public Transportation Authority Board Of Directors  
Susan Thorpe, Chairman – Yuma County, Larry Killman – Vice Chairman – Town of Wellton,  
Greg Wilkinson – City of Yuma, Brian Golding, Sr.-Quechan Tribe,  
Dr. Michael Sabath - Northern Arizona University, Susan M. Zambrano. - Arizona Western College,  
Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Vacant, Hector Tapia- City of Somerton,

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in Regular Session on Monday, January 22, 2018 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 1:34 P.M.

**Members present:**

Susan Thorpe/Yuma County/Chairman  
Larry Killman/Town of Wellton/Vice Chair  
Susanna Zambrano/Arizona Western College/Secretary/Treasurer  
Paul Soto/Cocopah Indian Tribe  
Ralph Velez/City of San Luis  
Greg Wilkinson/City of Yuma  
Brian Golding, Sr. /Quechan Indian Tribe  
Hector Tapia/City of Somerton  
Michael Sabath/Northern Arizona University

**Other Present:**

Shelly Kreger/YCIPTA/Transit Director  
Chona Medel/YCIPTA/Financial Services Operations Manager  
Carol Perez/YCIPTA/ Transit Operations Manager  
Maritza Hernandez/YCIPTA/Office Specialist III  
Jesus Aguilar/National Express/Safety & Training Supervisor

Mr. Paul Soto led the Pledge of Allegiance.

**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 January 22, 2018 regular minutes.**

**Motion** (Velez /Wilkinson): Approved item as presented.

**Voice Vote:** Motion Carries, (9-0).

**DISCUSSION & ACTION ITEMS:**

**No. 1: Discussion and action to adopt the FY2017 Annual Performance Report.  
Action required.**

Ms. Kreger stated that there was an error on page 19 of the FY 2017 Annual Performance Report. Ms. Kreger provided corrected copies.

**Motion** (Killman/Golding): Approved item as amended.

**Voice Vote:** Motion Carries, (9-0).

**No. 2: Action to adopt Resolution No. 2018-001, authorizing the Transit Director to file for FTA funding for Fiscal Year 2018-2019. Action required.**

Ms. Kreger presented item as contained in the member packets.

**Motion** (Soto/Wilkinson): Approved item as presented.

**Voice Vote:** Motion Carries, (9-0)

**No. 3: Discussion regarding the FTA Drug and Alcohol Compliance Audit. No action required.**

Ms. Kreger provided some background information regarding the FTA Drug and Alcohol Compliance Audit. Ms. Kreger stated that the audit was based on National Express employees only since YCIPTA does not have any safety sensitive employees. Ms. Kreger stated that there were some findings and corrective action is to provided to FTA by April 9, 2018.

Ms. Kreger stated that Ms. Perez had been reviewing the Drug and Alcohol files and presented deficiencies to National Express. Mr. Aguilar has received training on policies and procedures for the Drug and Alcohol program.

Mr. Golding inquired if there had been some recent changes to the program.

Ms. Kreger stated that there had been some minor changes but that the deficiencies have been consistent.

No action taken.

**No. 4: Action to authorize member agencies contributions for fiscal year 2018-2019. Action required.**

Ms. Kreger presented the item as contained in the packet. Ms. Kreger stated that the contribution amount was the same as the previous four years.

Ms. Thorpe inquired if YCIPTA had a policy regarding having a fund balance at the treasurer.

Mrs. Medel stated that the reason why the negative fund balance was so high was due to delays in the concurrence letter from Yuma Metropolitan Planning Organization (YMPO). Due to this delay Mrs. Medel was unable to draw down from 5307 funding. Mrs. Medel further stated that currently YCIPTA does not have a policy regarding a high negative fund balance, however, YCIPTA is keeping Gilberto Villegas Jr., Yuma County Chief Financial Officer informed of the situation. Mrs. Medel further stated that Yuma County is charging interest for the funds.

Ms. Thorpe inquired as to what the typical fund balance was.

Mrs. Medel stated that the typical balance was about \$230,000.

Ms. Kreger inquired if the Board would like to work out a policy regarding the fund balance.

Ms. Zambrano stated that if this was not a typical occurrence there was no need for a policy.

Ms. Thorpe stated that the reason for the inquiry was to determine if the balance could offset the member contributions.

Ms. Thorpe stated that she would discuss this further with YCIPTA staff and if needed that it would be brought to the Board in a future meeting.

**Motion (Velez/Tapia):** Approved item as presented.

**Voice Vote:** Motion Carries, (9-0)

Ms. Kreger requested to move the executive session to the end of the meeting and Chairman agreed.

### **PROGRESS REPORTS:**

**No. 1: Operations Manager Report – Boyd Reid, Interim GM – National Express. No action is required.**

Mr. Reid was not present to present his report. No action was taken.

**No. 2: Transit Director Report – Shelly Kreger, YCIPTA Transit Director. No action is required.**

Ms. Kreger presented the report as contained in the member packet. No action was taken.

**No. 3: Transit Ridership – Carol Perez, Transit Operations Manager. No action is required.**

Ms. Perez presented the report as contained in the member packet. No action was taken.

Mr. Sabath inquired regarding the increase in ridership.

Ms. Kreger stated that during the Arizona Transit Association (AzTA) it was mentioned that ridership is increasing nationwide.

Ms. Perez added that YCIPTA had been marketing more aggressively and upped YCAT's Facebook presence.

Due to some errors in January's ridership report, Mr. Golding requested it be corrected and presented during the next board meeting. No action was 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 was taken.

Upon vote of the Directors, the Chairman recesses the Regular Session and convenes Executive Session.

**Motion** (Golding/ Sabath): recesses the Regular Session and convenes Executive Session.

The Chairman recessed the Regular Session and convened Executive session at 1:56 p.m.

**EXECUTIVE SESSION:**

**No. 1: Discussion and/or consideration regarding Transit Directors annual performance review. This matter is brought in executive session pursuant to A.R.S. §§ 38-431.03(A)(1).**

The Chairman adjourned the Executive Session and reconvened Regular session at 2:06 p.m.

**DISCUSSION & ACTION ITEMS Continued:**

**No. 4: Discussion and/or action regarding Transit Directors annual performance review.**

**Motion** (Wilkinson/Sabath): Approved with amendment to the month at 6<sup>th</sup> whereas to be changed to January.

**Voice Vote:** Motion Carries, (9-0)

**SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

The next Board meeting is scheduled for April 23, 2018.

**ADJOURNMENT**

There being no further business to come before the Authority, the Chairman adjourned the meeting at 2:09 PM

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY  
Adopted this Apr 24 2018, Agenda Item CC1



\_\_\_\_\_  
Carol Perez, Board Secretary

**MASTER INTERGOVERNMENTAL AGREEMENT  
YUMA COUNTY INTERGOVERNMENTAL PUBLIC  
TRANSPORTATION AUTHORITY**

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

**RECITALS**

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU – Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

## **AGREEMENTS**

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

## 2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning.** Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans.** Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

**Contributions FY 2011/2012**

Agency	Funding	%
Yuma County	\$ 154,960	30.30%
City of Yuma	\$ 200,000	39.10%
City of Somerton	\$ 29,919	5.85%
Town of Wellton	\$ 14,499	2.85%
City of San Luis	\$ 70,572	13.80%
Cocopah Tribe	\$ 41,496	8.11%
Arizona Western College	\$50,000*	0.00%
Northern Arizona University	\$3,400*	0.00%
<b>TOTAL</b>	<b>\$564,846</b>	<b>100%</b>

\*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

**3. Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars (\$30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entities, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal.** A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

#### 10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA:                    Transit Director  
                                          2715 East 14<sup>th</sup> Street  
                                          Yuma, Arizona 85365  
                                          Tel: (928) 539-7076 ext 237  
                                          Fax: (928) 783-0309

If to County:                    County Administrator  
                                          198 S. Main St.  
                                          Yuma, Arizona 85364  
                                          Tel: (928) 373-1010  
                                          Fax: (928) 373-1120

If to Yuma:                      City Administrator  
                                          One City Plaza  
                                          Yuma, Arizona 85364  
                                          Tel: (928) 373-5011  
                                          Fax: (928) 373-5012

If to San Luis: City Manager  
1090 East Union Street  
P.O. Box 1170  
San Luis, Arizona 85349  
Tel: (928) 341-8520  
Fax: (928) 341-8539

If to Somerton: City Manager  
110 North State Avenue  
P.O. Box 637  
Somerton, Arizona 85350  
Tel: (928) 627-8866  
Fax: (928) 627-3794

If to Wellton: Town Manager  
28364 Oakland Avenue  
Wellton, Arizona 85356  
Tel: (928) 785-3348  
Fax: (928) 785-4374

If to NAU-Yuma: Campus Executive Officer  
P.O. Box 6236  
Yuma, Arizona 85366-6236  
Tel: (928) 317-6400  
Fax: (928) 317-6419

If to AWC: President  
P.O. Box 929  
Yuma, Arizona 85366-0929  
Tel: (928) 344-7501  
Fax: (928) 344-7730

If to Cocopah: Chairperson  
Cocopah Indian Tribe  
14515 S. Veterans Drive  
Somerton, AZ 85350  
Tel: (928) 627-2102  
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.


10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

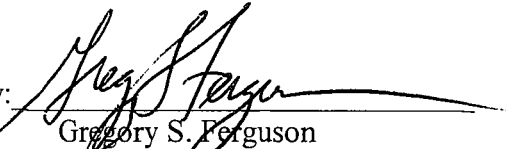
**IN WITNESS WHEREOF**, the Parties hereto have executed this Master IGA.

**YUMA COUNTY, a body corporate and politic of the State of Arizona**

**Attest:**

  
\_\_\_\_\_  
Robert L. Pickels, Jr.  
County Administrator/Clerk of the Board

**By:**

  
\_\_\_\_\_  
Gregory S. Ferguson  
Chairman of the Board

**CITY OF YUMA, an Arizona municipal corporation**

**Attest:**

\_\_\_\_\_  
Lynda Bushong  
City Clerk

**By:**

\_\_\_\_\_  
Greg Wilkinson  
City Administrator

**CITY OF SAN LUIS, an Arizona municipal corporation**

**Attest:**

\_\_\_\_\_  
Sonia Cuello  
City Clerk

**By:**

\_\_\_\_\_  
Juan Carlos Escamilla  
Mayor

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**YUMA COUNTY, a body corporate and politic of the State of Arizona**

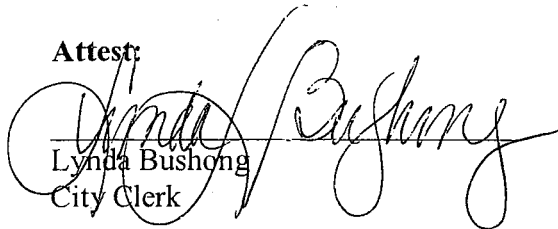
Attest:

\_\_\_\_\_  
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

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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  
Board Secretary

By: \_\_\_\_\_  
John Andoh  
Transit Director

**TOWN OF WELLTON, an Arizona  
municipal corporation**

Attest:

\_\_\_\_\_  
Rodney L. Rinehart  
Town Clerk

By: \_\_\_\_\_  
James L. Deermer  
Mayor

**Arizona Board of Regents, acting for and  
on behalf of Northern Arizona University-  
Yuma, an Arizona State University**

By: \_\_\_\_\_  
John Haeger  
President

**ARIZONA WESTERN COLLEGE, an  
Arizona community college**

By: \_\_\_\_\_  
Dr. Glenn E. Mayle  
President

**COCOPAH INDIAN TRIBE, pursuant to  
the Indian Reorganization Act of 1934**

By: \_\_\_\_\_  
Sherry Cordova  
Chairperson

Attest:

\_\_\_\_\_  
Bill Lee  
City Clerk

**CITY OF SOMERTON, an Arizona  
municipal corporation**

By: \_\_\_\_\_  
Martin Porchas  
Mayor

Attest:

*Christy Isbell*  
\_\_\_\_\_  
Christy Isbell  
Board Secretary

**YUMA COUNTY INTERGOVERNMENTAL  
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

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on behalf of Northern Arizona University-  
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By: \_\_\_\_\_  
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President

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Arizona community college**

By: \_\_\_\_\_  
Dr. Glenn E. Mayle  
President

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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**

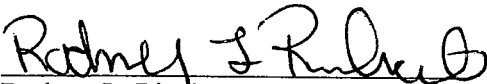
**Attest:**


\_\_\_\_\_  
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  
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

**COCOPA INDIAN TRIBE, pursuant to  
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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,

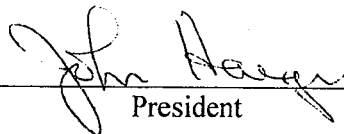
**TOWN OF WELLTON, an Arizona  
municipal corporation**

**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

**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

**TOWN OF WELLTON, an Arizona  
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


**COCOPA 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

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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

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma County Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Yuma City Attorney

Dated this 29 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**

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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 \_\_\_\_ 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.

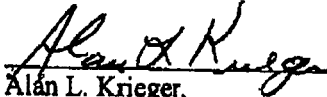
SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the 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.

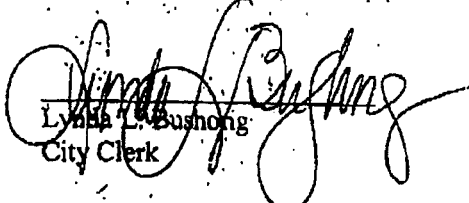
**SECTION 4:** That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

Adopted this 20th day of October, 2010.

APPROVED:

  
Alan L. Krieger,  
Mayor

ATTESTED:

  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM:

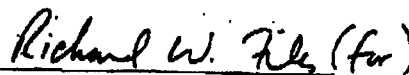
  
Steven W. Moore  
City Attorney

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

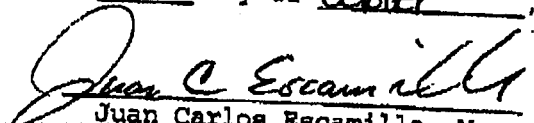
Whereas the City of Somerton has already petitioned the Yuma County Board of Supervisors to form an intergovernmental public transportation authority and it is desired that the City of San Luis join with Somerton and other municipalities in Yuma County to form such an authority;

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

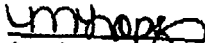
Section 1: That the City Council of the City of San Luis, Arizona hereby authorizes and approves the formation of an Intergovernmental Public Transportation Authority in Yuma County, Arizona; authorizes and approves the City of San Luis becoming a member of such an authority; and authorizes approves 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:

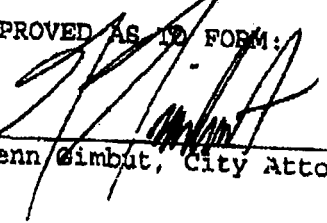
  
Glenn Gimbut, City Attorney

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**

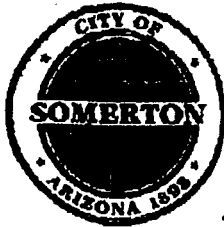
Meeting was adjourned at 8:30 P. M.

  
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

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**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.

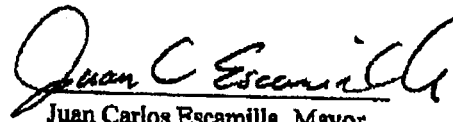
Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

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 Deermer said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

**5. Manager's Report**

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27<sup>th</sup>;
- Bids for the Water Control Services Building are due on Monday, September 27<sup>th</sup> at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

**6. Executive Session**

- A. For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).

There was no need for an Executive Session.

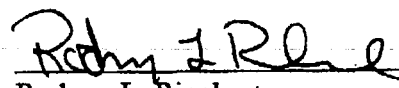
**7. Adjournment**

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21<sup>st</sup> day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5<sup>th</sup> day of October 2010

  
Rodney L. Rinehart  
Town Manager/Clerk

OFFICE OF THE  
WELLTON TOWN COUNCIL  
28634 Oakland Avenue  
Wellton, Arizona 85356



TOWN OF WELLTON  
COUNCIL MINUTES  
JANUARY 18, 2011

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

**Council Members Present:** Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

**Staff Present:** Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

**Guests:** Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public - No Comments**
- **Department Head Reports**
  - A. Police Department
  - B. Magistrate & Court Department
  - C. Fire Department
  - D. Public Works Department

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

### DISCUSSION AND ACTION ITEMS

1. **Approval of Cash Disbursements List**
  - A. **For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
  - A. **For the Regular Meeting of November 16, 2010**
  - B. **For the Regular Meeting of December 7, 2010**
  - C. **For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

**3. Presentation by Police Chief Titus on the current Nuisance Ordinance.**

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available. The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

**4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:**

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

- A. **VARIANCE CASE #11-401: Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.**

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

**B. Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.**

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

**5. Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

**Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

**7. Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.**

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

**8. First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.**

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't put any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is no permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

## 9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

**10. Manager's Report**

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8<sup>th</sup> and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

**11. Executive Session - No need for an Executive Session**


**12. Adjournment**

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18<sup>th</sup> day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5<sup>th</sup> day of April 2011



Rodney L. Rinehart  
Town Manager/Clerk

Exhibit "E"



NORTHERN  
ARIZONA  
UNIVERSITY

YUMA  
Branch Campus

NAU-Yuma  
PO Box 6238  
Yuma, AZ 85366-6238

928-317-8400  
928-317-6419 fax  
neu.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair  
Yuma County Board of Supervisors  
198 S. Main Street  
Yuma, AZ 85364

CC Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation  
Authority, Pursuant to A.R.S. § 28-9101, et seq.


Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

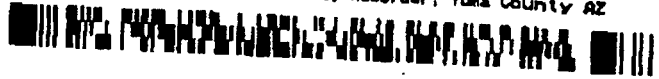
Sincerely,

  
Larry A. Gould, PhD  
Associate Vice President and Campus Executive Officer  
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00660 RESOLUTION  
01/10/2011 10:37:33 AM Pages: 3 Fees: \$0.00  
Requested By: CITY OF YUMA  
Recorded By: dshepard  
Robyn Stallworth Pinal County Recorder, Yuma County AZ



Please return original document  
to the Board of Supervisors Office,  
ATTENTION: Dezarae Doten, 373-1105  
*(Name & phone number)*

## TYPE OF DOCUMENT:

Resolution No. 10-52

A Resolution of the Yuma County Board of Supervisors Establishing an  
Intergovernmental Public Transportation Authority within Yuma County, Pursuant to  
A.R.S. § 28-9102

## DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:  
December 13, 2010, Item No. D1.



**YUMA COUNTY BOARD OF SUPERVISORS  
RESOLUTION NO. 10-52**

**A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS  
ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION  
AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-9102.**

**WHEREAS:** Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

**WHEREAS:** The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

**WHEREAS:** The organizing municipalities are not contiguous and have unincorporated areas between them; and

**WHEREAS:** The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

**WHEREAS:** The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

**NOW, THEREFORE,** it is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13<sup>th</sup> day of December, 2010

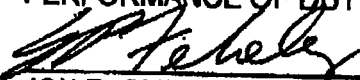
  
KATHRYN "CASEY" PROCHASKA, Chairman

PAGE 2  
RESOLUTION NO. 10-52

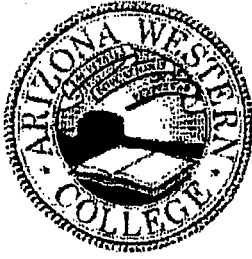
ATTEST:

  
ROBERT L. PICKELS, JR  
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF  
PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

  
JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52\_Draft #3 RPks.doc



Office of the President  
P.O. Box 929  
Yuma, Arizona 85366-0929  
Voice: (928) 344-7500  
Fax: (928) 344-7709  
[www.azwestern.edu](http://www.azwestern.edu)

**Exhibit "G"**

August 8, 2011

John Andoh, CCTM, Transit Director  
Yuma County Intergovernmental Public Transportation Authority  
2715 East 14<sup>th</sup> Street  
Yuma, AZ 85364

Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority

John,

Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.

Please advise me what additional steps and actions may be required toward the completion of this requested action.

Sincerely,

A handwritten signature in cursive script that reads "Glenn E. Mayle".

Dr. Glenn Mayle, President

Exhibit "H"



## THE COCOPAH INDIAN TRIBE

*Office of the Tribal Chairwoman*

*14515 S. Veterans Drive*

*Somerton, AZ 85350*

*Tel: (928) 627-2102*

*Fax: (928) 627-3173*

*Email: cocotcsec@cocopah.com*

October 18, 2011

John Andoh, Transit Director  
2715 E. 14<sup>th</sup> Street  
Yuma, AZ 85364

**RE: Request to join the Yuma County Intergovernmental Public Transportation Authority.**

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,

A handwritten signature in black ink, appearing to read "Sherry Cordova", written over a horizontal line.

Sherry Cordova, Chairwoman  
Cocopah Tribal Council

**Exhibit "I"**

**Formula for Funding**

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is \$5.00.00.

See attached Schedule for FY 2011-2012.

Match Contributions - FY 2011-2012						
Agency	Membership	Votes	Population	%	Funding	%
Yuma County	Public	1	59,196	29.89%	\$ 158,011	29.89%
City of Yuma	Public	1	93,064	46.99%	\$ 248,415	46.99%
City of Somerton	Public	1	14,287	7.21%	\$ 38,136	7.21%
Town of Wellton	Public	1	2,882	1.46%	\$ 7,693	1.46%
City of San Luis	Public	1	25,505	12.88%	\$ 68,080	12.88%
Northern Arizona University*	College	1	-	0.00%	\$ -	0.00%
Arizona Western College*	College	1	-	0.00%	\$ -	0.00%
Cocopah Tribe*	Tribal	1	817	0.41%	\$ 2,181	0.41%
<b>TOTAL</b>		<b>9</b>	<b>198,051</b>	<b>100.00%</b>	<b>\$ 528,655</b>	<b>100.00%</b>

\*Buys access for students to ride YCAT for free.

\*Buys access for students to ride YCAT for free.

\*Cocopah pays an additional \$39,015 to provide Grey Route free fares and \$242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO \$ 528,655



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.I.

**Meeting Date:** 10/10/2018

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

**Submitted By:** Francia Alonso, Administrative Coordinator, Administration

**Action Requested:** Motion  
Resolution

---

### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2057. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to Gadsden Elementary School District Marching Band. **(Tadeo A. De La Hoya, City Manager)**

### SUMMARY:

The Gadsden Elementary School District Marching Band will be performing in Rome, Italy on December 31, 2018, and will be participating in Rome's New Year's Day Parade on January 1, 2019. The participants will also take advantage of various educational, cultural tours while in Rome as well as have traditional Italian meals. The Marching Band consists of 170 participants ages 11 through 17. Each participant will need to pay a total amount of \$3,350.00 to cover airfare, lodging, meals, transportation in Rome, Italy and the educational tours. The participants and a parent committee have done fundraising to help the participants with this cost.

At the Council Meeting held on September 26, 2018, the Marching Band made a presentation of this once-in-a-lifetime opportunity and the fundraising activities they were working on. At the Mayor's suggestion at that meeting, the Marching Band intends to wear t-shirts that read "San Luis, Arizona" while in Rome and bring back pictures showing they wore them as well as a video of the trip. Council directed staff to take the issue of contribution to the Marching Band to the Budget Retreat.

Council did formally budget \$15,000.00 for the purpose of supporting the Marching Band participants on the Rome trip who are residents of San Luis, Arizona. Resolution No. 2057 provides that the \$15,000.00 contribution is to be divided equally among the said Marching Band participants who are San Luis, Arizona residents for the purpose of defraying the \$3,350.00 cost for each participant of the travel and educational tours.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE RESOLUTION NO. 2057**

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>	\$15,000.00
<b>BUDGETED AMOUNT:</b>	Yes

**AVAILABLE AMOUNT TO TRANSFER:**

No Transfer Required

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Account #100-110-80007-  
Sponsorships/Pledges/Remaining  
Balance \$502,730.00

**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. Amount is budget for fiscal year  
2018-2019

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**Attachments**

Resolution No. 2057

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

No. 2057

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING CONTRIBUTION TO THE GADSDEN ELEMENTARY SCHOOL DISTRICT MARCHING BAND.**

**WHEREAS**, the Gadsden Elementary School District Marching Band (Marching Band) will be participating in the City of Rome New Year's Day Parade, Rome, Italy on January 1, 2019; and

**WHEREAS**, the Marching Band has 170 members ages 11 through 17 and the members consists mostly of the City of San Luis, Arizona resident children; and

**WHEREAS**, each Marching Band participant pays \$3,350.00 to cover airfare, lodging, meals, transportation in Italy and educational tours; and

**WHEREAS**, this is a once-in-a-life-time educational experience for these children; and

**WHEREAS**, the Marching Band's participation in the event in Rome, Italy will promote the City of San Luis, Arizona; and

**WHEREAS**, the City of San Luis previously contributed to resident children of San Luis, Arizona members of the Marching Band to enable them to participate in the 2013 New Year's London Parade in England and two parades in Spain, the 2016 Cabalgata De LosReyes Magos in Madrid and another parade in Toledo; and

**WHEREAS**, the Council of the City of San Luis has approved a budget which included a contribution of \$15,000.00;

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

**Section 1.** The appropriate City officials are hereby authorized and directed to contribute \$15,000.00 to the Gadsden Elementary School District Marching Band participants in the City of Rome New Year's Day Parade who are who are residents of San Luis Arizona.

**Section 2.** The \$15,000.00 shall be divided equally among the said Marching Band

participants for the purpose of defraying the \$3,350.00 cost per participant of the travel and educational tours.

**PASSED, ADOPTED and APPROVED** by the Mayor and City Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of October 2018

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.J.

**Meeting Date:** 10/10/2018

**Department Head:** Angel Ramirez, Assistant Fire Chief, Fire Department

**Submitted By:** Angel Ramirez, Assistant Fire Chief, Fire Department

**Action Requested:** Motion

---

### ITEM:

Discussion and possible action on any and all matters regarding an agreement with Wizard Medical Education and payment for Emergency Medical Services Training. **(Angel Ramirez, Acting Fire Chief)**

### SUMMARY:

San Luis Fire Department (SLFD) has been shopping around for providers to have a Certified Emergency Paramedic (CEP) training class and a Refresher training class here at SLFD.

SLFD contacted Wizard Education who provided the 2013 Paramedic class; the one co-sponsored by Amanda Aguirre's Regional Center for Border Health and held at SLFD. Wizard has the ability to accommodate smaller classes in remote areas by utilizing interactive televised networks (ITN) to provide lectures while having proctored testing and skills. SLFD had ten (10) students enrolled in that class, and all ten (10) became certified.

Last year in late 2017, we did the same thing where Wizard Education came to our facility and had six (6) students from the San Luis Fire Department. They will be testing in the coming weeks for national certification.

With the growing needs of our city, we must keep up with the trends that are happening. We really need to focus on having a greater number of paramedics in our department so we can staff more ambulances and provide better patient care for our residents of the City of San Luis.

Also, Paramedics and EMT's need to recertify their state and national certification on a 2-year basis. Wizard education is willing to come down to our facility and also provide the refresher course for all the staff that needs recertification.

SLFD considers Wizard Education a "sole source provider," which is allowable through city procurement code 36.02 (exclusive services) that can meet our immediate needs, criteria for classes and the education desired.

The Ambulance Service has allocated \$50,000.00 for the EMS Training within the FY19 budget; account 340-341-80036: Non-degree seeking certifications. The Invoice cost for these trainings will be \$38,370.00.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE CONTRACT WITH WIZARD MEDICAL EDUCATION FOR THE SERVICES PRESENTED IN THE AMOUNT OF \$38,370.00.**

Final contract form to provided at time of the meeting.

---

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES  
**CITY/STATE/FEDERAL FUNDS:** CITY  
**TOTAL:** \$38,370.00  
**BUDGETED AMOUNT:** \$50,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 340-341-80036 / \$50,000.00  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
ACCOUNT NAME 340-341-80036 BALANCE BEFORE PURCHASE IS \$50,000.00.

---

**Attachments**

Refresher agreement  
Refresher invoice  
Paramedic Class Agreement  
Paramedic Class Invoice

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# WIZARD MEDICAL EDUCATION

9516 West Peoria Avenue  
Peoria, AZ 85345

T 623-388-8900  
F 623-388-9614

[wizardeducation.com](http://wizardeducation.com)

September 24, 2018

Angel Ramirez NRP, Assistant Chief  
San Luis Fire Department  
1165 N. McCain Ave.  
P.O. Box 445  
San Luis, AZ 85349

Thank you for considering Wizard Medical Education to provide the Advanced Life Support Refresher program for San Luis Fire Department. The following is our agreement to conduct a class at your facility October 29 - November 2, 2018.

Class will be conducted Monday through Friday from 8 AM to 6:30 PM. We will require a classroom for lectures in the morning and four breakout areas or rooms in the afternoons. The ALS Refresher includes ACLS, BLS, and PALS, certification. AMLS and ITLS certification are optional. Students must have access to current ACLS, PALS, AMLS and ITLS textbooks and any Paramedic textbook. We recommend the latest edition of Emergency Care in the Streets by Nancy Caroline published by Jones and Bartlett.

Wizard Medical Education is a State certified Training Center number 450372. Students who complete the course with a total score of 80% or greater will be granted a course completion certificate for 48 hours of continuing education which meets or exceeds all National Registry and Arizona requirements, and is CAPCE approved for an ALS refresher program.

The price for this ALS Refresher course is \$595 per student with a 8 student minimum (total is \$4760). This includes the refresher certificate, ACLS, PALS, BLS, ITLS, and AMLS. You can also include 5 EMTs for CE recertification at \$250 each for a total of \$1250 for the EMTs. We will need a classroom and at least four additional breakout rooms. We would like to accommodate additional EMS students since the room is available. Wizard will collect \$585 for each student that is not a San Luis employee.

Registration for the class will be through our office or students can register on line at [wizardeducation.com](http://wizardeducation.com). Please send a complete list of the Advanced and Basic providers that you will be sponsoring for this class.

If these terms are acceptable, please sign the bottom of this agreement and return to Wizard Education.

We are greatly looking forward to conducting this class at your facility.

Please call me at 623-388-8900 or e-mail [fred@wizardeducation.com](mailto:fred@wizardeducation.com) with any questions or concerns. Thank you again for the opportunity to help provide your departments continuing education.

Fredrick Killingbeck  
CEO Wizard Medical Education  
623-388-8900 Office / 602-769-0263 Cell  
[fred@wizardeducation.com](mailto:fred@wizardeducation.com)

\_\_\_\_\_  
authorized signature

By \_\_\_\_\_

San Luis Fire Department  
1165 N. McCain Ave.  
P.O. Box 445  
San Luis, AZ 85349





# WIZARD MEDICAL EDUCATION

9516 West Peoria Avenue  
Peoria, AZ 85345

T 623-388-8900  
F 623-388-8-9614

[wizardeducation.com](http://wizardeducation.com)

October 3, 2018

Angel Ramirez, Chief  
San Luis Fire Department  
1165 N. McCain Ave.  
P.O. Box 445  
San Luis, AZ 85349

Chief Ramirez,

The following is a description of our agreement to conduct a paramedic class at your facility. Thank you for giving us the opportunity to help with your educational programs and provide paramedic education in your area.

Wizard Medical Education Corporation is a company in the business of providing Paramedic programs and other medical education classes. San Luis Fire Department would like to provide paramedic education to some of its employees and other members of the medical community. To achieve this objective we agree as follows:

Wizard Education agrees to:

1. Create all class schedules and teaching material.
2. Assure that all appropriate equipment and supplies are present for the course.
3. Screen and select all course applicants.
4. Provide all course instruction.
5. Provide all learning materials.
6. Provide the teleconference equipment.
7. Collect all tuition and fees for the program.
8. Maintain proper accreditation for all certificate programs.
9. Maintain adequate insurance coverage throughout the program.

San Luis Fire Department agrees to:

1. Provide six class participants and pay course tuition for San Luis employees.
2. Provide adequate classroom space as defined by the Wizard Education representative.
3. Provide personnel to open the classroom at 7:30 AM every Thursday and Friday from October 11, 2018 to August 8, 2019.
4. Designate a San Luis Fire Department representative who will distribute tests, answer sheets, and handouts provided by Wizard Education, proctor examinations from 8 AM to 10 AM every Thursday & Friday, and send test results via email to the Wizard Education office.
5. Store the Wizard Education teleconference and other teaching supplies and equipment in a safe and secure area.
6. Provide high speed internet access for the teleconference equipment.
7. Read and agree to Wizard Education refund Policy ( see attached)

The paramedic course is scheduled to start October 11, 2018 . At this time Wizard Education has institutional accreditation status through the Accrediting Bureau of Health Education Schools (ABHES) and paramedic program accreditation from the Committee on Accreditation of Emergency Medical Services Professions (CoAEMSP) which entitles all program graduates to sit for the National Registry of Emergency Medical Technicians paramedic exam.

If these terms are acceptable please sign and return a copy to me. If there are changes that you would like to make or provisions that you would like to add please do so and return to me to revise. Thank you for your consideration. We look forward to working with you.

Fredrick Killingbeck  
CEO Wizard Education  
623-388-8900 Office  
602-769-0263 Cell  
[fred@wizardeducation.com](mailto:fred@wizardeducation.com)

Authorized Company Representative  
Name

Title

Signature



# WIZARD MEDICAL EDUCATION

9516 West Peoria Ave  
Peoria, AZ 85345  
T 623-388-8900  
F 623-388-9614  
[wizardeducation.com](http://wizardeducation.com)

## CANCELLATION AND REFUND POLICY:

An applicant denied admission by the school is entitled to a refund of all monies paid. All tuition and fees, excluding the application fee (\$200.00), shall be refunded if a student does not commence class attendance.

Three-Day Cancellation: An applicant who provides written notice of cancellation within three days (excluding Saturday, Sunday and federal and state holidays) of signing an enrollment agreement is entitled to a refund of all monies paid. No later than 30 days of receiving the notice of cancellation, the school shall provide 100% refund.

Full refunds will be issued in the event courses/programs are discontinued.

Refund after the commencement of classes:

Withdrawing is the formal discontinuance of a student's enrollment at Wizard Medical Education and involves the student dropping all classes after the course begins. Depending on the time of withdrawal, a student may be entitled to a refund of some part of the tuition. ( See refund schedule below)

A student choosing to withdraw from the school after the commencement of classes is required to provide written notice to the Program Director. The notice is to indicate the expected last date of attendance and be signed and dated by the student.

### Refund Schedule: (Private Pay Students)

Any student who Officially withdraws from a course is eligible for a refund. according to the following schedule:

- Prior to Third week of instruction.....50%
- Prior to Fourth week of instruction.....25%
- After Fourth week of instruction.....0%

Any refund issued is for PAID tuition only.

All refunds will be issued within 30 days of the determination of the withdrawal date.

No refund of tuition shall be made to any student who has commenced attendance and does not formally withdraw, is suspended for disciplinary reasons, or leaves the course as a result of disciplinary action.

Fredrick Killingbeck  
CEO Wizard Education  
623-388-8900 Office  
602-769-0263 Cell

Authorized Company Representative  
Name

Title

Signature

[fred@wizardeducation.com](mailto:fred@wizardeducation.com)





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.K.

**Meeting Date:** 10/10/2018

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Motion  
Resolution

---

### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2058. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Las Quintas de San Luis 3 Development Agreement between the City of San Luis, Arizona and Riedel Holdings, LLC. **(Jose A. Guzman, Director of Planning and Zoning)**

### SUMMARY:

The Development Agreement between the City of San Luis, Arizona and Riedel Holdings, LLC, pertains to Rezoning Case No. 2018-0321- Las Quintas de San Luis 3.

A request by Edais Engineering, Inc., on behalf of Nieves Riedel, Riedel Holdings, L.L.C., owner, to rezone 10.52 acres from Medium Density Residential (R1-6) to Medium Density Residential (R1-12). The area to be rezoned is Assessor Parcel ID No. 211-31-012 located at Quintero Avenue and County 22nd Street, San Luis, Arizona. The reason for this rezoning request is for the proposed subdivision to be called Las Quintas de San Luis 3.

The Planning and Zoning Commission recommended approval to rezone said parcels with the condition that the developer must negotiate a Development Agreement with the City of San Luis. A Development Agreement has been proposed and the Draft is attached to this report. The terms and conditions of the Agreement include the following commitments:

- A traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.
- Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 5% Open Space required by the Zoning Regulations (CC Chapter 152 Table No. 2). The required 5% for Las Quintas 3 Subdivision is 0.526 acres.
- Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide 54-foot right-of-way for Quintero Avenue.
- Owner agrees to provide curb, gutter and sidewalk on the north side of County 22nd Street between Las Quintas De San Luis 3 subdivision and 10th Avenue.
- Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development including development of lots and the building of houses or other buildings.
- Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
- Owner agrees to assure ownership of necessary right-of-way for improvements.

- Owner agrees to submit a complete full set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with §152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the City an amount equal to said estimate. Said monies to be used by City to provide future landscaping to city rights of way or other public property in or near the Property.

The resolution is written so that it only becomes effective upon passage of the rezoning. Staff recommends approval of Resolution No. 2058.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE RESOLUTION NO. 2058.**

The Development Agreement will be provided by the time of the meeting.

---

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

---

**Attachments**

Resolution No. 2058  
Development Agreement

---



# *Resolution*

NO. 2058

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, L.L.C.**

**WHEREAS**, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Las Quintas de San Luis 3 project to be located in San Luis, Arizona; and

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

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

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

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

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

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

**SECTION 1.** That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved contingent upon rezoning to R1-12 passing;

**SECTION 2.** That the development agreement proposed by city staff is a condition upon rezoning to R1-12 if the rezoning passes.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**APPROVED:**

---

Gerardo Sanchez  
Mayor

**ATTEST:**

---

Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

---

Kay Marion Macuil, City Attorney

# LAS QUINTAS DE SAN LUIS 3 DEVELOPMENT AGREEMENT

## Rezoning Case Number 2018-0321

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“**Effective Date**”) by and between the City of San Luis an Arizona municipal corporation (the “**City**”) and Nieves Riedel, Riedel Holdings, L.L.C., (the “**Owner**”). This Agreement is entered into pursuant to City Resolution Number 2058-Las Quintas de San Luis 3.

### RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and

B. WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, owns approximately 10.52 acres located in the municipal limits of the City (the “**Property**”) real property located north of County 22 Street and east the East Main Canal is more specifically described herein; and

C. WHEREAS, the Owner has requested rezoning of the Property from Medium Density Residential (R1-6) to Medium Density Residential (R1-12); and

D. WHEREAS, the City’s governing body has authorized execution of this Agreement by Resolution No. 2058, a draft of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

#### ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

## **ARTICLE 2. DEVELOPMENT PLAN**

2.1.Duration of Development Agreement. The term of this Agreement shall be for a period of ten (10) years from date of execution. .

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

2.3.Approval and Processing of Plans. The City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and will require the City's ongoing participation in the review and approval of modifications and amendments to any site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the City's building and development requirements (hereinafter collectively called "**Approval Requests**"). City approves the Conceptual Plan attached hereto as Exhibit B for the development of the Property and agrees that said Plan can be built by Owner by complying with this Development Agreement and in accordance with City's rules regulations and ordinances, as amended from time to time, and that it is consistent with the General Plan of the City. Owner will be entitled to build the heights, densities, and intensity of uses as shown on Exhibit B, provided that Owner complies with all development and zoning processes, as amended from time to time. City agrees that in connection with all approvals required by the development and zoning processes relating to the development of the Property, no extraordinary plan or review requirements will be imposed on the Owner.

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

## **ARTICLE 3. SPECIAL PROVISIONS FOR INFRASTRUCTURE**

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

3.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 5% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 5% for Las Quintas 3 Subdivision is 0.526 acres.

3.3 Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide 54-foot right-of-way for Quintero Avenue as shown in attachment A.

3.4 Owner agrees to provide curb, gutter and sidewalk on the north side of County 22<sup>nd</sup> Street between Las Quintas De San Luis 3 subdivision and 10<sup>th</sup> Avenue.

3.5 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development including development of lots and the building of houses or other buildings.

3.6 Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to ARS §48-572.

3.7 Owner agrees to assure ownership of necessary right-of-way for improvements.

3.8 Owner agrees to submit complete full-set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with §152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the City an amount equal to said estimate. Said monies to be used by City to provide future landscaping to city rights of way or other public property in or near the Property.

3.9 The term of this agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

#### **ARTICLE 4. INDEMNIFICATION**

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

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

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

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

## **ARTICLE 5. SUBAGREEMENTS**

5.1. Subordinate Development Agreements. The City and Owner hereby acknowledge that the development of the Property may be accomplished by Owner through a series of sales, leases, joint ventures and/or other agreements and arrangements with experienced developers, investors and/or owners of real property. In connection therewith, it is anticipated and contemplated by the parties that such developers, investors or owners may desire to negotiate and enter into separate and subordinate development agreements with the City and/or Owner with respect to infrastructure Improvements, uses, plan approvals and other similar matters which may be the subject of separate agreements between such developers, investors and owners and the City and/or Owner, all to be set forth in the Amended Agreement. The parties hereby agree that any and all development agreements entered into with any such developer, investor or owner of any parcels of the Property shall be subordinate in all respects to the terms and conditions of this Agreement and the Amended Agreement, and, in the event of any conflict or discrepancy between the provisions of any such development agreement and the terms and conditions of this Agreement or the Amended the Agreement, this Agreement or the Amended Agreement (as the case may be) shall govern and control.

## **ARTICLE 6. MEDIATION AND DEFAULT**

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

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

Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

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

## **ARTICLE 7. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

7.1.Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

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

## **ARTICLE 8. MISCELLANEOUS PROVISIONS**

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

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

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

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

delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

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

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

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

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

Exhibit A      Legal Description of Property

Exhibit B      Conceptual Plan

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

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

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

8.9.Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of

the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

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

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

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

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

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

THE CITY OF SAN LUIS,  
an Arizona municipal corporation

THE OWNER, \_\_\_\_\_

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

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

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

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

STATE OF ARIZONA        )  
                                          ) ss.  
County of Yuma            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, Mayor of the City of San Luis, Arizona, a municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA        )  
                                          ) ss.  
County of Yuma            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, on behalf of \_\_\_\_\_, an \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# **Exhibit A**

**Legal Description of Property**

**Development Agreement Las Quintas de San Luis 3**

Exhibit A

Assessor Parcel ID no. 211-31-012

*LEGAL DESCRIPTION:*

PARCEL B OF THE BORDER RANCHES LOT SPLIT NO. 2 AS RECORDED IN  
BOOK 27 OF PLATS, PAGE 66, RECORDS OF YUMA COUNTY, ARIZONA

# **Exhibit B**

**Conceptual Plan**

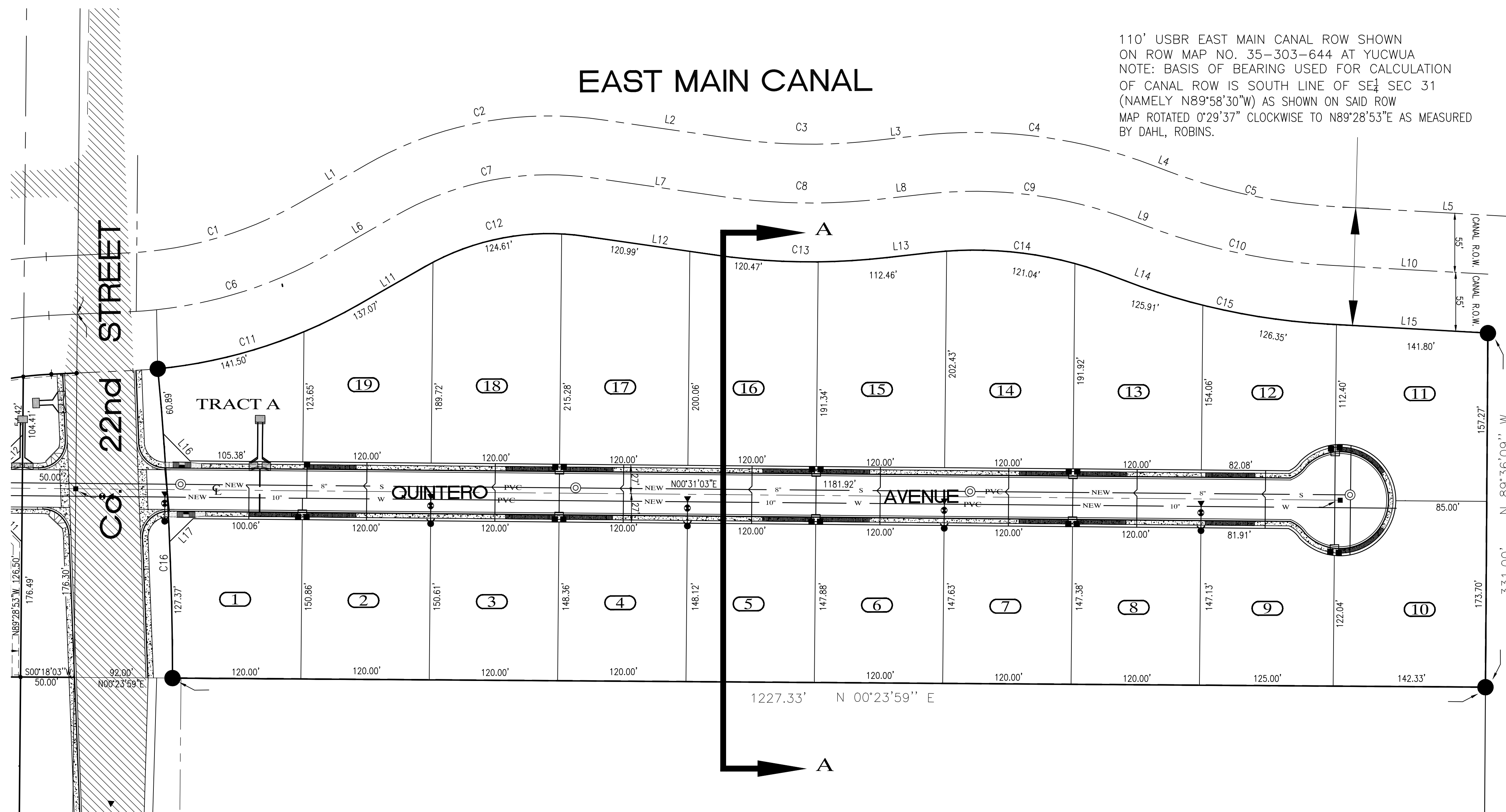
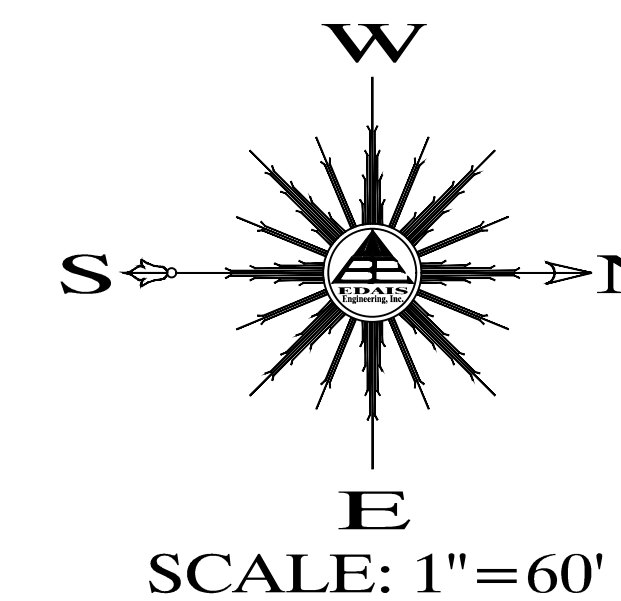
**Development Agreement Las Quintas de San Luis 3**

Exhibit B

# LAS QUINTAS DE SAN LUIS 3 SUBDIVISION

A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING EAST MAIN CANAL AND PARCEL B OF THE BARKLEY LOT SPLIT No.2 AS RECORDED IN BOOK 67 OF PLATS, PAGE 27, Y.C.R., BEING A PORTION OF GOVERNMENT LOT 2, ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, TOGETHER IN SECTION 6, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: JUNE 2018    ACREAGE - 10.52 AC



110' USBR EAST MAIN CANAL ROW SHOWN ON ROW MAP NO. 35-303-644 AT YUCWUA  
NOTE: BASIS OF BEARING USED FOR CALCULATION OF CANAL ROW IS SOUTH LINE OF SE $\frac{1}{4}$  SEC 31 (NAMEDLY N89°58'30"W) AS SHOWN ON SAID ROW MAP ROTATED 0°29'37" CLOCKWISE TO N89°28'53"E AS MEASURED BY DAHL, ROBINS.

### LINE DATA

Line #	Length	Direction	Line #	Length	Direction
L1	73.000	N29° 46' 38.26"W	L10	147.533	N03° 13' 21.74"E
L2	123.000	N08° 13' 21.74"E	L11	73.000	N29° 46' 38.26"W
L3	42.800	N06° 26' 38.26"W	L12	123.000	N08° 13' 21.74"E
L4	15.200	N20° 53' 21.74"E	L13	42.800	N06° 26' 38.26"W
L5	214.400	N03° 13' 21.74"E	L14	15.200	N20° 53' 21.74"E
L6	73.000	N29° 46' 38.26"W	L15	150.247	N03° 13' 21.74"E
L7	123.000	N08° 13' 21.74"E	L16	30.75	N44° 28' 57"E
L8	42.800	N06° 26' 38.26"W	L17	35.70	S45° 31' 3"W
L9	15.200	N20° 53' 21.74"E			

### LOT AREAS

LOT	AREA	LOT	AREA
1	17910.33 SF	11	20412.72 SF
2	17819.16 SF	12	17270.84 SF
3	17819.16 SF	13	20673.62 SF
4	17789.52 SF	14	24074.85 SF
5	17759.89 SF	15	23513.81 SF
6	17730.26 SF	16	23275.34 SF
7	17700.63 SF	17	24973.77 SF
8	17671.00 SF	18	24862.59 SF
9	17707.87 SF	19	18405.12 SF
10	22317.26 SF		

### TRACT AREA

TRACT "A"	12998.91 SF
-----------	-------------

### CURB DATA

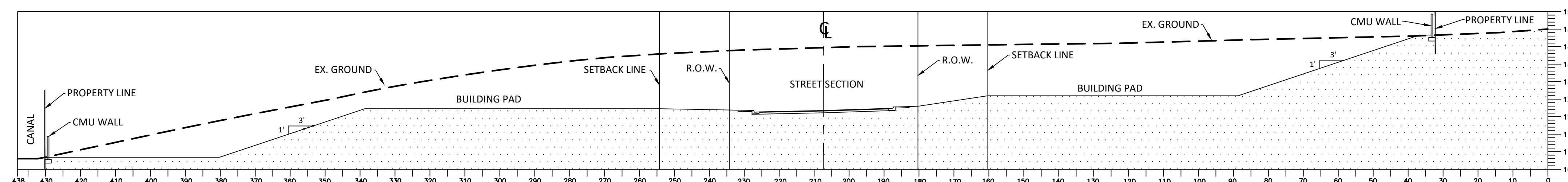
Curve #	Length	Radius	Delta	Tangent	Curve #	Length	Radius	Delta	Tangent
C1	168.465	355.300	27°16'67"	85.847	C9	195.736	410.300	27°33'33"	99.768
C2	227.420	342.900	38°00'00"	118.070	C10	176.896	573.700	17°66'67"	89.155
C3	132.778	518.700	14°66'67"	66.754	C11	220.621	465.300	27°16'67"	112.425
C4	221.974	465.300	27°33'33"	113.141	C12	154.465	232.900	38°00'00"	80.194
C5	159.937	518.700	17°66'67"	80.608	C13	160.936	628.700	14°66'67"	80.910
C6	194.543	410.300	27°16'67"	99.136	C14	169.498	355.300	27°33'33"	86.394
C7	190.943	287.900	38°00'00"	99.132	C15	193.854	628.700	17°66'67"	97.702
C8	146.857	573.700	14°66'67"	73.832	C16	289.54	3050.000	05°43'92"	114.881

### LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE
- w- NEW PVC WATER MAIN
- s- NEW PVC SEWER LINE
- FOUND MONUMENT (TYPE AS SHOWN)
- NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- ① NEW LOT NUMBER
- A.P.N. ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE
- NEW SEWER SERVICE
- NEW SINGLE WATER SERVICE
- NEW DUAL WATER SERVICE
- NEW WATER VALVE
- NEW MANHOLE
- NEW FIRE HYDRANT

### OWNER/DEVELOPER

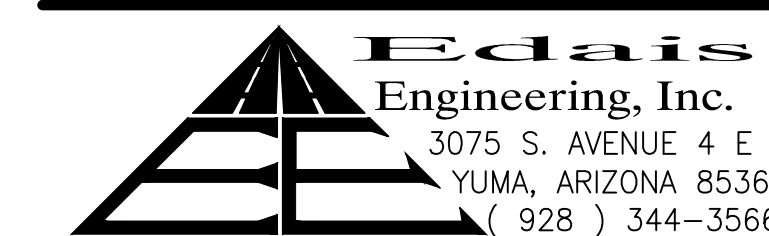
**RIEDEL HOLDINGS, LLC**  
P.O. BOX 1649  
SAN LUIS, AZ. 85349  
(928) 627-8593



SECTION A-A  
SCALE: 1"=20'

CONCEPTUAL PLAN  
(NOT FOR CONSTRUCTION  
OR RECORDATION-  
FOR REVIEW ONLY)

PREPARED BY:



SHEET 1 OF 1



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.L.

**Meeting Date:** 10/10/2018

**Department Head:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Submitted By:** Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

**Action Requested:** Motion  
Ordinance - 1st Reading  
Ordinance - 2nd Reading  
Public Hearing

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### ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2018-0321 and Ordinance No. 385. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of 10.52 acres from Medium Density Residential R1-6 to Medium Density Residential R1-12 for property located north of County 22nd Street and east of the East Main Canal; Repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**

**A. Open public hearing**

1. Staff presentation
2. Call to the Public on this item

**B. Close public hearing**

**C. Approval of Reading of Ordinance No. 385 by title only**  
(City Clerk to read the ordinance by title only)

**D. Action on Ordinance No. 385**

### SUMMARY:

The subject property is Assessor Parcel ID No. 211-31-012 and is located east of the East Main Canal and north of County 22nd Street. The areas to the west, east and north are zoned as Rural Area Residential (RA-10) and are undeveloped and only the property to the west is being used for agricultural purposes. The area to the south is zoned as Medium Density Residential (R1-6) and is where the new residential subdivision Las Quintas de San Luis 2 is located.

### GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to the designation (Chapter 2, Page 19-20). The Neighborhood Land Use designation allows all types of residential development.

### AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. We have received comments from the following agencies:

1. City of San Luis Fire Department
2. Yuma County Water Users' Association
3. Arizona Game and Fish Department

#### 4. U.S. Department of the Interior Bureau of Reclamation

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (7 letters).

The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

#### **CITIZEN REVIEW MEETING:**

As required by State Statute (A.R.S. §9-462.03) and City of San Luis Zoning Ordinance (City Code §152.040(C)), a Citizen Review meeting was held at City Hall on September 4, 2018.

The purpose of the Citizen Review meeting is to provide adjacent landowners and other potentially affected citizens an opportunity to ask questions and express any issues or concerns that they may have with the proposed rezoning or specific plan application prior to the public hearing. There were no members of the public present.

#### **PLANNING AND ZONING COMMISSION MEETING:**

The Planning and Zoning Commission held a public hearing for this item at their regular meeting of September 11, 2018, at City Hall Council Chambers. The Commission recommended approval of the request with the condition that the developer must negotiate a development agreement with staff and present to City Council prior to this item.

#### **ANALYSIS:**

A development agreement for this project has been agreed on and will be presented to City Council prior to this item (Resolution No. 2058). Some of the conditions that were agreed on are the following:

- A traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.
- Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 5% Open Space required by the Zoning Regulations (CC Chapter 152 Table No. 2). The required 5% for Las Quintas 3 Subdivision is 0.526 acres.
- Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide 54-foot right-of-way for Quintero Avenue.
- Owner agrees to provide curb, gutter and sidewalk on the north side of County 22nd Street between Las Quintas De San Luis 3 subdivision and 10th Avenue.
- Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development including development of lots and the building of houses or other buildings.
- Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
- Owner agrees to assure ownership of necessary right-of-way for improvements.
- Owner agrees to submit a complete full set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with §152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the City an amount equal to said estimate. Said monies to be used by City to provide future landscaping to city rights of way or other public property in or near the Property.

Staff recommends approval of Ordinance No. 385 if Resolution 2058- Development agreement is approved.

#### **RECOMMENDATION / SUGGESTED MOTION:**

**A. I MOVE TO OPEN THE PUBLIC HEARING**

- 1. Staff presentation
- 2. Call to the public on this item

**B. I MOVE TO CLOSE THE PUBLIC HEARING**

**C. I MOVE TO APPROVE READING OF ORDINANCE NO. 385 BY TITLE ONLY  
(City Clerk to read the ordinance by title only)**

**D. I MOVE TO APPROVE THE REZONING CONDITIONED UPON THE TERMS OF THE DEVELOPMENT AGREEMENT APPROVED BY RESOLUTION NO. 2058 AND TO APPROVE ORDINANCE NO. 385.**

Ordinance No. 385 will be provided by the time of meeting.

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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
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	
N/A	

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**Attachments**

Ordinance 385  
Location Map  
Aerial Picture  
San Luis Fire Department comments  
Yuma County Water Users' Association comments  
Arizona Game and Fish Department comments  
Yuma County Development Services comments  
U.S. Department of the Interior Bureau of Reclamation comments

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# *Ordinance*

NO. 385

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 10.52 ACRES FROM MEDIUM DENSITY RESIDENTIAL R1-6 TO MEDIUM DENSITY RESIDENTIAL R1-12 FOR PROPERTY LOCATED NORTH OF COUNTY 22<sup>ND</sup> STREET AND EAST OF THE EAST MAIN CANAL; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 10 acres of real property located on Assessor Parcel ID No. 211-31-012; as attached hereto as "Exhibit A" and

**WHEREAS**, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

**WHEREAS**, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis recommending approval of the change in zoning classification with conditions; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the zoning conditioned upon the negotiation of development agreement between the applicant and the City; and

**WHEREAS**, the City of San Luis staff created a proposed development agreement and the applicant agreed to all conditions; and

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

**WHEREAS**, the development of the property is the subject of a development agreement approved by the Mayor and City Council of the City of San Luis pursuant to Resolution No. 2058 as passed and adopted on October 10, 2018.

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

**SECTION 1.** That the above recitals are hereby incorporated as though fully set forth herein.

**SECTION 2.** That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification of the property subject to the condition set for in the development agreement as approved in Resolution No. 2058 and hereby incorporated by reference. Property more fully described as:

PARCEL B OF THE BORDER RANCHES LOT SPLIT NO. 2 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, RECORDS OF YUMA COUNTY, ARIZONA

**SECTION 3.** In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

**PASSED AND ADOPTED** by the Mayor and Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

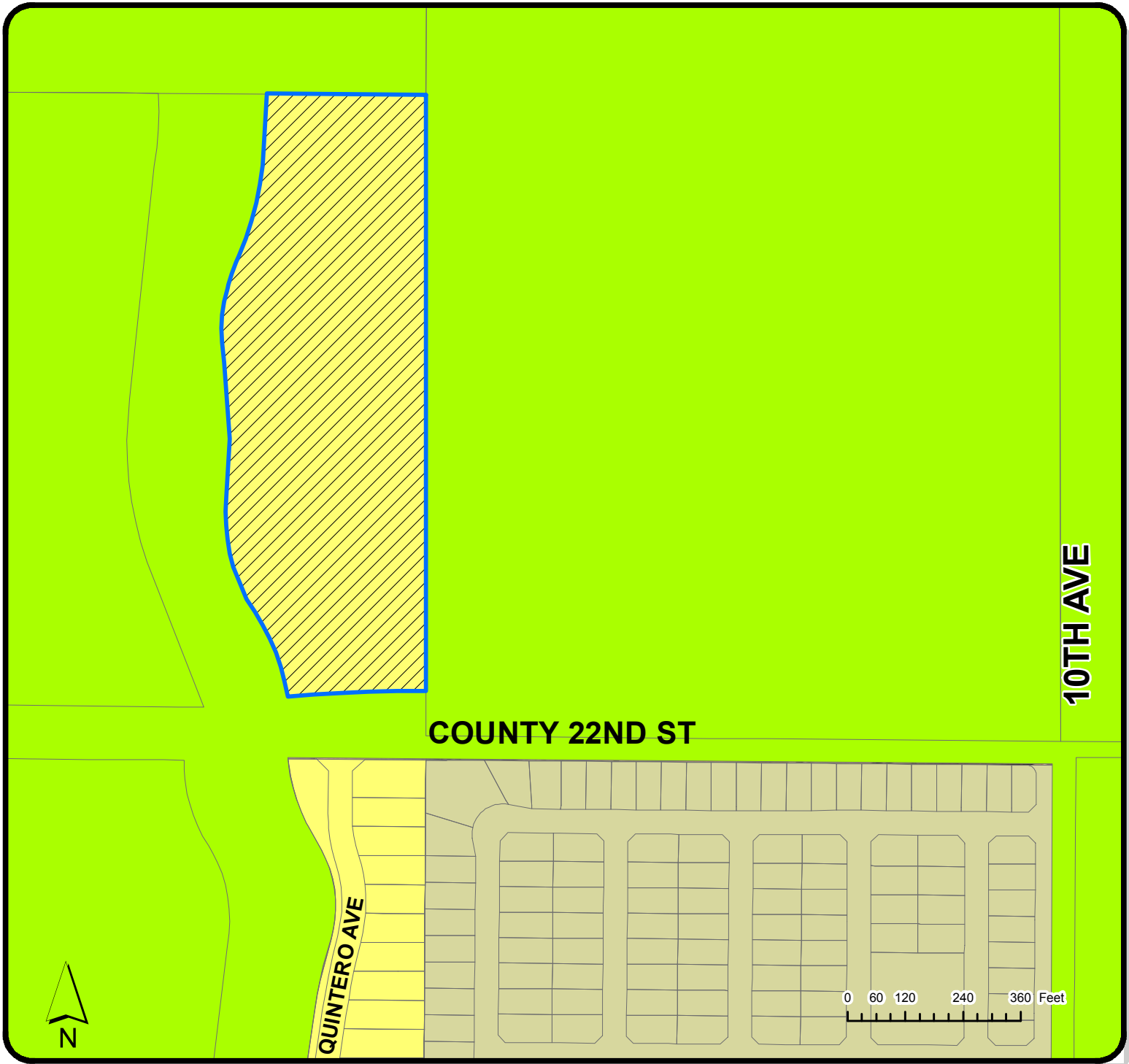
\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**


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

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



# Location Map

## LOCATION OF SUBJECT PROPERTY

 Las Quintas de San Luis 3

address/location: Quintero Avenue and County 22nd Street; Parcel No. 211-31-012 (10.52 acres)

## ZONING LEGEND

- MULTIPLE RESIDENCE ZONING DISTRICTS
  - R-2
- SINGLE RESIDENCE ZONING DISTRICTS
  - RA-10
  - R1-6

## REZONING

REZONE FROM R1-6 to R1-12

-  R1-6
-  R1-12

**Date:**  
8/8/2018

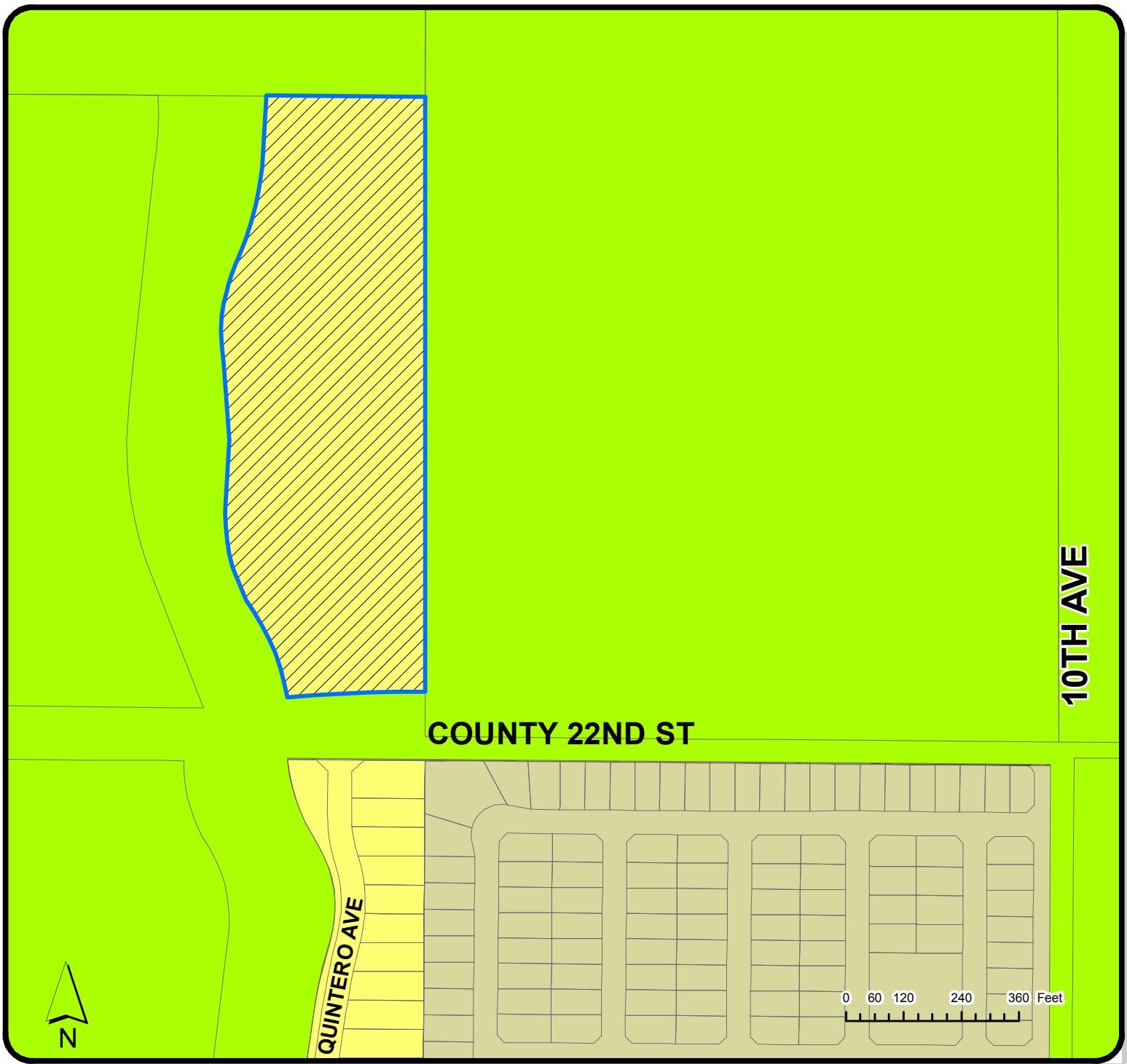
**Checked By:**  
ROMAN PACHECO



**Prepared By:**  
IG

**APPROVED BY:**  
JOSE A. GUZMAN

**Case No.:**  
2018-0321



**LOCATION OF SUBJECT PROPERTY**

 Las Quintas de San Luis 3

address/location: Quintero Avenue and County 22nd Street; Parcel No. 211-31-012 (10.52 acres)

**Location Map**

**ZONING LEGEND**

MULTIPLE RESIDENCE ZONING DISTRICTS

 R-2

SINGLE RESIDENCE ZONING DISTRICTS

 RA-10

 R1-6

**REZONING**

REZONE FROM R1-6 to R1-12

 R1-6

 R1-12

**Date:**

8/8/2018

**Checked By:**

ROMAN PACHECO



GIS DIVISION

**Prepared By:**

IG

**APPROVED BY:**

JOSE A. GUZMAN

**Case No.**

2018-0321



**LOCATION OF SUBJECT PROPERTY**

 Las Quintas de San Luis 3

address/location: Quintero Avenue and County 22nd Street; Parcel No. 211-31-012 (10.52 acres)

# Location Map

## REZONING

REZONE FROM R1-6 to R1-12

 R1-6  R1-12

**Date:**

8/8/2018

**Checked By:**

ROMAN PACHECO



GIS DIVISION

**Prepared By:**

IG

**APPROVED BY:**

JOSE A. GUZMAN

**Case No.**

2018-0321



August 9, 2018

**REZONING CASE NUMBER: 2018-0321**

**CASE SUMMARY:** A request by Najeh Edais, of Edais Engineering, Inc., applicant, on behalf of Riedel Holdings, LLC, owner, to rezone 10.52 acres from Medium Density Residential (R1-6) to Medium Density Residential (R1-12) zoning district. Assessor parcel ID # 211-31-012 located at Quintero Avenue and County 22<sup>nd</sup> Street, San Luis, Arizona. The purpose of the zone change is to allow for the building of a future subdivision to be called Las Quintas de San Luis 3.

A Citizen Review Meeting has been scheduled on the 4<sup>th</sup> day of September, 2018 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona, in order to give interested parties an opportunity to meet with the applicant to have questions answered and express any issues or concerns prior to any public hearing.

**PUBLIC HEARING: September 11, 2018**

**COMMENTS DUE: August 21, 2018**

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted “as is” into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2014, or at [Jaguzman@cityofsanluis.org](mailto:Jaguzman@cityofsanluis.org)

Thank you,

Jose A. Guzman  
Director of Planning & Zoning  
Attachment: Location Map and Conceptual Plan

.....  
 COMMENTS       NO COMMENTS

**Enter Comments below:**

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

**Date:**

08/13/18

**Agency:**

The City of San Luis Fire Department

**Phone:**

928/341-8550

**Return to:** [P&Z@cityofsanluis.org](mailto:P&Z@cityofsanluis.org)



August 9, 2018

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Thank you,

Jose A. Guzman  
Director of Planning & Zoning  
Attachment: Location Map and Conceptual Plan

COMMENTS       NO COMMENTS

**Enter Comments below:**

We have no comments about the rezoning; however, the YCWUA will need is to review the plans at the preliminary, 15%, 30%, etc. for comments accordingly. A 1' non-access easement will be needed adjacent to the east side of the East Main Canal Rights-of-Way.

**Date: 8/10/18**

**Agency: YCWUA, Yuma County Water Users' Association**

**Phone: 928-627-8824**

**Return to: [P&Z@cityofsanluis.org](mailto:P&Z@cityofsanluis.org)**



August 9, 2018

**REZONING CASE NUMBER: 2018-0321**

**CASE SUMMARY:** A request by Najeh Edais, of Edais Engineering, Inc., applicant, on behalf of Riedel Holdings, LLC, owner, to rezone 10.52 acres from Medium Density Residential (R1-6) to Medium Density Residential (R1-12) zoning district. Assessor parcel ID # 211-31-012 located at Quintero Avenue and County 22<sup>nd</sup> Street, San Luis, Arizona. The purpose of the zone change is to allow for the building of a future subdivision to be called Las Quintas de San Luis 3.

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**PUBLIC HEARING: September 11, 2018**

**COMMENTS DUE: August 21, 2018**

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Thank you,

Jose A. Guzman  
Director of Planning & Zoning  
Attachment: Location Map and Conceptual Plan

.....  
 COMMENTS       NO COMMENTS     

**Enter Comments below:**

The Department recommends, if not already done so, using the free Environmental Review Tool found at <https://azhgis2.esri.com> as an aid in project planning for identifying potential impacts on resources of special concern which may be present in or near the project area.

**Date:** 08/13/2018

**Agency:** Arizona Game and Fish Department

**Phone:** (928)341-4069

**Return to:** [P&Z@cityofsanluis.org](mailto:P&Z@cityofsanluis.org)



August 9, 2018

**REZONING CASE NUMBER: 2018-0321**

**CASE SUMMARY:** A request by Najeh Edais, of Edais Engineering, Inc., applicant, on behalf of Riedel Holdings, LLC, owner, to rezone 10.52 acres from Medium Density Residential (R1-6) to Medium Density Residential (R1-12) zoning district. Assessor parcel ID # 211-31-012 located at Quintero Avenue and County 22<sup>nd</sup> Street, San Luis, Arizona. The purpose of the zone change is to allow for the building of a future subdivision to be called Las Quintas de San Luis 3.

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**COMMENTS DUE: August 21, 2018**

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Thank you,

Jose A. Guzman  
Director of Planning & Zoning  
Attachment: Location Map and Conceptual Plan

.....  
 COMMENTS       NO COMMENTS     

**Enter Comments below:**

No comment just a thought; I do not understand why the rezoning to R1-12, since lots can be larger than what the current zoning allows, but not smaller. In that case I would recommend R1-20 or R1-15.

**Date:**

August 14, 2018

**Agency:**

Yuma County, DDS, Planning & Zoning

**Phone:**

(928) 817-5000

**Return to:** [P&Z@cityofsanluis.org](mailto:P&Z@cityofsanluis.org)

## Jose A. Guzman

---

**From:** Pinnell, Anna <apinnell@usbr.gov>  
**Sent:** Friday, August 17, 2018 1:42 PM  
**To:** planning@ycwua.org  
**Cc:** Roman Pacheco; Jose A. Guzman; Omar Penunuri; Luis Rodriguez  
**Subject:** Re: [EXTERNAL] Re: Request for Comments for Rezoning Case No. 2018-0321 Las Quintas de San Luis 3

Hi Roman - Reclamation concurs with YCWUA's response. We also will require review of the design plans, and will require a non-access easement, determined by our engineering staff.

Please let me know if you have any questions.

Anna

### **Anna Pinnell**

Lands Team Lead/Realty Officer  
U.S. Dept. of the Interior  
Bureau of Reclamation | Yuma Area Office  
Phone: 928-343-8514 | Fax: 928-343-8405  
Email: [apinnell@usbr.gov](mailto:apinnell@usbr.gov)

On Fri, Aug 10, 2018 at 7:21 AM, YCWUA Planning <[planning@ycwua.org](mailto:planning@ycwua.org)> wrote:

Good morning,

We have no comments about the rezoning; however, the YCWUA will need to review the plans at the preliminary, 15%, 30%, etc. for comments accordingly. A 1' non-access easement will be needed adjacent to the east side of the East Main Canal Rights-of-Way.

Thanks for your request!

--

Omar Peñuñuri  
Yuma County Water Users' Association  
Sr. Engineering Tech  
Lands and Right-of-Way  
Bus: (928) 627-8824 Ext. 25  
Cell: (928) 581-5200  
Fax: (928) 627-3065

Office:  
3800 W. County 15th Street  
Somerton, Arizona 85350  
Mail: P.O. Box 5775  
Yuma, Arizona 85366-5775

Yuma County Water Users' Association  
On 8/9/2018 6:30 PM, Roman Pacheco wrote:

Good Evening-

Please find attached request for comments form, location map and conceptual plan for your review. If you have any questions concerning this request, please contact the office of the Planning and Zoning Department.

Thanks.

**Roman Pacheco**

**Planning Technician**

Planning & Zoning Department

1090 E. Union Street | P.O. Box 3750

San Luis, Arizona 85349

P: 928.341.8563 Ext. 2047 | F: 928.341.8599

**[www.cityofsanluis.org](http://www.cityofsanluis.org)**

