



## **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, August 14, 2019. 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, 14 de Agosto del 2019. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**August 14, 2019**  
**7:00 p.m.**

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

**1. CALL TO ORDER/ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. INVOCATION**

**4. PRESENTATION**

**4. A.** Presentation of check to Yuma Regional Medical Center - Yuma Regional Cancer Center Hispanic Support Group fund-raised during the Strikeout Cancer Co-Ed Softball Tournament held on Saturday, May 4, 2019. **(Edgar Juarez, Recreation Coordinator)**

**5. CONSENT AGENDA**

All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

**5. A. MINUTES OF**

- Regular Council meeting held July 24, 2019

**5. B. DISBURSEMENTS FROM JULY 13, 2019 THROUGH AUGUST 2, 2019.**

Total Disbursements \$1,280,339.02

(One Million, Two Hundred Eighty Thousand, Three Hundred Thirty-Nine Dollars and Two Cents)

**5. C.** Discussion and possible action to staff on any and all matters regarding a Field Training Agreement with Wizard Education for field internship training of our paramedic students. **(Angel Ramirez, Fire Chief)**

5. D. Discussion and possible action on any and all matters regarding an Intergovernmental Agreement with the United States Border Patrol (USBP) to provide field training to their Emergency Medical Technicians (EMT's) and Paramedics. **(Angel Ramirez, Fire Chief)**
5. E. Discussion and possible action on any and all matters regarding a Memorandum of Understanding with Phoenix Children's Hospital. **(Angel Ramirez, Fire Chief)**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
  6. A. Discussion and possible action on any and all matters regarding the authorization to process remainder of payment to Yuma County Water Users' Association for the construction of three (3) outlet headwalls within the Main Drain Right-of-Ways. **(Eulogio Vera, Director of Public Works)**
  6. B. Discussion on any and all matters regarding a guaranty letter for the refinancing process of Greater Yuma Port Authority. **(Monica Castro, Director of Finance)**
  6. C. Discussion and possible action on any and all matters regarding Resolution No. 2087. A resolution of the Mayor and City Council of the City of San Luis, Arizona adopting written procedures for public participation to provide effective, early and continuous public participation in the development and adoption of the amendment to the 2020 City of San Luis General Plan. (City of San Luis, Arizona) **(Jose A. Guzman, Director of Planning and Zoning)**
  6. D. Discussion and possible action on any and all matters regarding a Memorandum of Understanding between the City of San Luis and Greater Yuma Port Authority for the proposed Lot Tie Case No. 2019-0336. **(Joaquin Campa, Building Official)**
7. **SUMMARY OF CURRENT EVENTS**

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

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

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

Discussion and possible action on any and all matters regarding action to hold an executive session pursuant to A.R.S. §§38-431.03(A) subsections (3) and (4) for discussion or consultation for legal advice with the City's Attorneys in order to consider the Board Members' position and instruct the Attorneys regarding the employment contract for the recruitment of a future HR head. **(Kay Marion Macuil, City Attorney and Justin Pierce, Outside Counsel/Employment Lawyer)**
10. **MOTION TO GO BACK INTO REGULAR SESSION**
11. **ADJOURNMENT**





## PROCLAMATION

### Regular City Council Meeting

4.A.

Meeting Date: 08/14/2019

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Title:

Presentation of check to Yuma Regional Medical Center - Yuma Regional Cancer Center Hispanic Support Group fund-raised during the Strikeout Cancer Co-Ed Softball Tournament held on Saturday, May 4, 2019. **(Edgar Juarez, Recreation Coordinator)**

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## AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

**5.A.**

Meeting Date: 08/14/2019

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Summary

**MINUTES OF**

- Regular Council meeting held July 24, 2019

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Attachments

7/24/2019 RCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**July 24, 2019**  
**7:00 p.m.**

**1. CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 p.m.

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

**OTHERS PRESENT:** Tadeo A. De La Hoya, City Manager  
Jose L. Cisneros, Acting City Clerk  
Kay Marion Macuil, City Attorney  
America Cano, Administrative Coordinator  
Ana Maria Camacho de Cibrian, Custodian  
Andrea Soto, Office Assistant  
Angel Ramirez, Fire Chief  
Angelica Cifuentes, Purchasing Coordinator  
Aracely De La Hoya, Senior Services Manager  
Arale Gonzalez, Office Assistant  
Cynthia Henderson, Accounting Specialist  
Debora Luna, Accountant  
Edgar Carbajal, Recruitment Coordinator  
Enrique Lopez, Assistant Fire Chief  
Eulogio Vera, Director of Public Works  
Francia Alonso, PIO/Assistant to Council  
Janet Taylor, Legal Secretary  
Jesus De Leon, Police Sergeant  
Jesus Meza, Assistant Director of Parks & Recreation  
Joaquin Campa, Building Official  
Jonathan Dumadag, IT Technician  
Jorge Mungaray, IT Technician  
Jorge Perez, Billing & Collections Manager  
Lizandro Galaviz, Director of Parks & Recreation  
Michelle Boucher, Administrative Coordinator  
Miguel Alvarez, Police Lieutenant  
Osvaldo Rodriguez, Lead Custodian  
Richard Jessup, Chief of Police  
Rogelio Martinez, Office Assistant  
Yolanda Duenas, Facilities Supervisor  
Christian Cuevas, Simultaneous Interpreter  
Cesar Neyoy, Reporter  
Edgar Melendrez, Resident

Lucy Lopez, Reporter

## **2. PLEDGE OF ALLEGIANCE**

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

## **3. INVOCATION**

The Invocation was led by Mr. Richard Jessup, Chief of Police.

## **4. PROCLAMATION/PRESENTATIONS**

### **4.A. Proclamation – STEAM Education Month, August 2019**

Mr. Jose L. Cisneros, Acting City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez commented on the importance of STEAM education as educated leaders are needed.

Council Member Africa Luna-Carrasco took a moment to thank and congratulate Mr. Edgar Melendrez for being active in the San Luis community. She expressed how proud she was for starting a scholarship fund to help students pursue higher education.

Council Member Gloria Torres expressed she wishes to see Mr. Melendres as a future Mayor of San Luis as he is very active in the community.

### **4.B. Introduction of the City of San Luis new hires for the 2nd quarter from April through June 2019. (Edgardo Carbajal, HR Recruitment Coordinator)**

Mr. Edgar Carbajal, HR Recruitment Coordinator, presented the 2<sup>nd</sup> Quarter new hires from April through June 2019.

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

Mr. Carbajal also introduced the summer interns from Arizona State University and the University of Arizona.

Mayor Gerardo Sanchez acknowledged the importance and impact an internship can have on a student's future and ability on obtaining a job and how the City of San Luis wants to help the future leaders of this city. He mentioned that next year he would like to see an increase in the number of student interns from 12 to 16.

Mr. Tadeo A. De La Hoya, City Manager, thanked the Mayor and Council for approving the funding that allows the city to have the interns. He also thanked the interns for their help and hard work. He invited Council to their final presentation the following day.

**4.C. Presentation and recognition of the 2019 - 2<sup>nd</sup> Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (Angelica Cifuentes, Rogelio Martinez, ERAP Committee Chairs & Fausto Gonzalez, Training & Programs Coordinator)**

Mr. Edgar Carbajal, HR Recruitment Coordinator along with Ms. Angelica Cifuentes and Mr. Rogelio Martinez, ERAP Committee Chairs, introduced the recipients for the years of service and awards.

Mayor Gerardo Sanchez congratulated all the recipients.

**4.C. Presentation of check to Yuma Regional Medical Center - Yuma Regional Cancer Center Hispanic Support Group fund-raised during the Strikeout Cancer Co-Ed Softball Tournament held on Saturday, May 4, 2019. (Edgar Juarez, Recreation Coordinator)**

No action was taken by City Council.

**5. CONSENT AGENDA**

**5. A. MINUTES OF**

- Special Council meeting held June 5, 2019
- Regular Council meeting held June 12, 2019
- Special Council meeting held June 19, 2019
- Special Council meeting held June 25, 2019

**5. B. DISBURSEMENTS FROM June 15, 2019 THROUGH July 12, 2019**

Total Disbursements \$2,054,019.42

(Two Million, Fifty-Four Thousand Nineteen Dollars and Forty-Two Cents)

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

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

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

**6.A. Discussion and possible action on any all matters regarding payment to Yuma County Recorder's Office and Yuma County Election Services for Special Election held May 21, 2019. (Kay Macuil, City Attorney)**

Ms. Kay Macuil, City Attorney, presented the bill from Yuma County for the special election held this year.

**MOTION:** Council Member Matias Rosales/Council Member Africa Luna-Carrasco to approve the transfer of funds in the amount of \$28,676.14 from the contingency fund to pay for Yuma County Election Services and the Yuma County Recorder's Office as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.B. Discussion and possible action on any and all matters regarding payment for Emergency Medical Services Training (Paramedic Class) with Wizard Education. (Angel Ramirez, Fire Chief)**

Mr. Angel Ramirez, Fire Chief, explained that Wizard Education arranged to hold off on payments after July 1<sup>st</sup>. There are two (2) classes currently enrolled and they will be graduating next March. The Fire Department will be having 34 trained paramedics out of a staff of 42, which will make up 84 % of trained staff.

Mayor Gerardo Sanchez commented on the unique ratio of trained paramedics the city has and thanked them for their hard work.

**MOTION:** Council Member Gloria Torres/Council Member Mario Buchanan Jr. to approve the purchase of paramedic classes from Wizard Education as presented in the amount of \$33,800.00. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.C. Discussion and possible action on any and all matters regarding Resolution No. 2084. A resolution of the Mayor and Council of the City of San Luis, Arizona in support of the Yuma County Multi-Jurisdictional Multi-Hazard Mitigation Plan. (Angel Ramirez, Fire Chief and Richard Jessup, Chief of Police)**

Mr. Angel Ramirez, Fire Chief, introduced Resolution No. 2084, and explained how staff has been working hard implementing this plan. He clarified how this plan was adopted back in 2010 but the city needs to adopt one every five (5) years. The plan has been approved by the Federal Emergency Management Agency (FEMA) and explained that by implementing it, the city will be able to receive Hazard Mitigation funds made available through FEMA; he also explained the benefits.

Mayor Gerardo Sanchez expressed how important Hazard Mitigation and getting organized is before a natural disaster happens and how the city should always be ready.

Council Member Africa Luna-Carrasco thanked all those involved for their hard work on implementing this plan.

**MOTION:** Council Member Jose Ponce/Council Member Africa Luna-Carrasco to approve and adopt Resolution No. 2084 as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.D. Discussion and possible action on any and all matters regarding Resolution No. 2085. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Land Use Assumptions of the City of San Luis 2019. (Monica Castro, Director of Finance)**

Ms. Kay Macuil, City Attorney, explained this resolution is for adopting new development impact fees. The public hearing was held for input on land use assumptions and is currently in the process of working on the development fees.

Mayor Gerardo Sanchez reminded everyone how the City of San Luis has the lowest development fees in the county and how it is more affordable to build a house here. He made a connection between the 12% boost in population seen last year to the city's

affordability. Mayor Gerardo Sanchez explained how no other city in the state of Arizona is seeing such growth.

**MOTION:** Council Member Gloria Torres/Council Member Jose Ponce to approve and adopt Resolution No. 2085. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.E. Discussion and possible action on any and all matters regarding Resolution No. 2086. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Infrastructure Improvements Plan of the City of San Luis 2019. (Jose A. Guzman, Director of Planning and Zoning; Monica Castro, Director of Finance)**

Kay Macuil, City Attorney, explained this resolution is another step for the adoption of development fees. This has been presented in a public hearing and notices have been sent. She explained that it is ready for council's action.

**MOTION:** Council Member Jose Ponce/Council Member Africa Luna-Carrasco to approve and adopt Resolution No. 2086. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

**6.F. Discussion and possible action on any and all matters regarding Ordinance No. 391. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code on Building Regulations, Section 150.014 by adding subsection 150.014 (C) Traffic Impact Studies; repealing any conflicting provisions; providing for severability; and declaring an emergency.**

**(Kay Marion Macuil, City Attorney)**

Ms. Kay Macuil, City Attorney, explained that this ordinance was developed by Mr. Glenn Gimbut, Assistant City Attorney. She mentioned that currently, there is a system in place that takes care of subdivision developments that might impact traffic but lacks code on how the construction of buildings that might do the same. This section would be added to the building code to require traffic impact studies for buildings that could impact traffic flow.

Mayor Gerardo Sanchez commented that all schools are built on the north side of Cesar Chavez Boulevard and that when school begins, there is congestion in various spots that affect security, like the ability for fire trucks or police to get where they are needed. He pointed out that in the past, there was poor planning and that he in fact is criticizing past councils. He does not understand why schools are not built among the communities. He blames the traffic and possible accidents on the poor planning. He mentioned that the city needs to be smarter on planning where schools are built and that this ordinance will help prevent this from happening in areas like Avenue F, where schools will need to be built in the future.

Vice Mayor Maria Cecilia Cruz commented that his ordinance is much needed.

**A. Action on Reading of Ordinance No. 391 by title only.  
(City Clerk to read Ordinance No. 391 by title only)**

**MOTION:** Vice Mayor Maria Cecilia Cruz/Council Member Africa Luna-Carrasco to approve the reading of Ordinance No. 391 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

Mr. Jose L. Cisneros, Acting City Clerk, read Ordinance No. 391 by title only.

**B. Action on Ordinance No. 391**

**MOTION:** Vice Mayor Maria Cecilia Cruz/Council Member Mario Buchanan Jr. to approve and adopt Ordinance No. 391 and declare an emergency. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

## 7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez commented that on Monday July 29, 2019, a delegation from Washington D.C., the General Service Administration (GSA), will be touring the city's facilities and ports. These members approve infrastructure spending and some of them have never been to a port, so they will get to experience the wait times and heat endured by residents. Mayor Gerardo Sanchez explained that a few members of congress will be in the city as well and that it will be the first time they are doing this. He mentioned that this meeting is not open to the public and only certain city officials were invited. He also mentioned that the port of San Luis is the only port in the Presidential Budget.

Mr. De La Hoya, City Manager, explained that this meeting was organized by GSA and that they decided who to invite.

Ms. Francia Alonso, Public Information Officer/Assistant to Council, mentioned that this year the city is celebrating its 40<sup>th</sup> anniversary and there are plans for events and contests for the remaining of the fiscal year.

Mayor Gerardo Sanchez asked when the celebrations begin.

Mr. De La Hoya stated that September 4 is the official day the city was incorporated in 1979.

Ms. Alonso stated that reading of the proclamation celebrating the 40 years will take place September 4 at 6 p.m. followed by a cake cutting, where all Yuma County Mayors and Supervisors will be invited to join the City of San Luis. The Founder's Day Parade will take place the 28<sup>th</sup> of September, and the first weekend of October 4 will be the Founder's Day Celebration.

Louie Galaviz, Director of Parks & Recreation, thanked all the city departments for helping with the 4<sup>th</sup> of July event. He also thanked Mayor and Council for providing the funding.

Mayor Gerardo Sanchez thanked and congratulated Mr. Galaviz and his staff for their hard work on the 4<sup>th</sup> of July event. He acknowledged how the event has grown and it is still the best 4<sup>th</sup> of July event in Yuma County. He commented that this event is used by

many non-profits to obtain most of their funding and allow these organizations to help people in the community. He also thanked Council for approving this event and thanked the fire department for their hard work.

Council Member Africa Luna-Carrasco asked how many people attended the event.

Mr. Galaviz stated that the estimate was over 16,000 people.

Mayor Gerardo Sanchez added that next month, he will be traveling to Phoenix and Tucson to meet with the Arizona Delegation to make sure they are on board with the Port of Entry.

## **8. CALL TO THE PUBLIC**

Mr. Edgar Melendrez, 1252 C Street, President of Melendrez Scholarship Fund, explained how his organization provides scholarships for students residing in Yuma County. He thanked Mayor and Council for the Proclamation and how he is trying to have the City of Yuma and the City of Somerton to pass a Proclamation as well. He also invited the public to attend a town hall on Tuesday July 30<sup>th</sup> at the Cesar Chavez Cultural Center at 7:00 p.m. State Senator Lisa Otondo, State Representative Charlene Fernandez, and Dr. Gerae Peten will be at the town hall; the public can ask questions and meet their legislators and it is open to the public.

## **9. ADJOURNMENT**

**MOTION:** Council Member Gloria Torres/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 8:05 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Maria Cecilia Cruz	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Africa Luna-Carrasco	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye



## AGENDA ITEM REVIEW FORM

**Regular City Council Meeting**

**5.B.**

Meeting Date: 08/14/2019

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Summary

**DISBURSEMENTS FROM JULY 13, 2019 THROUGH AUGUST 2, 2019.**

Total Disbursements \$1,280,339.02

(One Million, Two Hundred Eighty Thousand, Three Hundred Thirty-Nine Dollars and Two Cents)

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Attachments

Disbursements

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# City of San Luis

Finance Department

RECEIVED

2019 AUG -1 P 12:37

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK

**COUNCIL MEETING AUGUST 14, 2019**  
**Disbursement Reports from 7/13/2019 to 8/2/2019**

<b><u>Bank Accounts</u></b>	<b><u>Check Date</u></b>	<b><u>Amount</u></b>	<b><u>Schedule</u></b>
Accounts Payable Check Account	7/18/2019	\$ 495,241.98	Schedule A
Payroll Check Account	7/24/2019	\$ 300,836.61	Schedule B
Accounts Payable Check Account	7/25/2019	\$ 47,341.22	Schedule C
Accounts Payable Check Account	8/1/2019	\$ 436,919.21	Schedule D

**Total Disbursements: \$ 1,280,339.02**

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: \_\_\_\_\_

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

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

# Payment Register

From Payment Date: 7/15/2019 - To Payment Date: 7/18/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90343	07/18/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
90344	07/18/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$295.75		
90345	07/18/2019	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$300.00		
90346	07/18/2019	Open			Accounts Payable	SANCHEZ, REBECCA, SOPHIA	\$250.00		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$495,241.98	


Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	133	\$495,241.98	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	133	\$495,241.98	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	133	\$495,241.98	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	133	\$495,241.98	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	133	\$495,241.98	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	133	\$495,241.98	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	133	\$495,241.98	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	133	\$495,241.98	\$0.00

*Angelica Castro*  
7/18/2019  


# Payment Register

From Payment Date: 7/15/2019 - To Payment Date: 7/18/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
90213	07/15/2019	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC	\$83,795.00		
90214	07/18/2019	Open			Accounts Payable	BOTELLO, EMMANUEL	\$158.00		
90215	07/18/2019	Open			Accounts Payable	CASTRO, MONICA	\$113.00		
90216	07/18/2019	Open			Accounts Payable	CORNELIO, SONIA	\$162.00		
90217	07/18/2019	Open			Accounts Payable	CORTES, CARLOS	\$113.00		
90218	07/18/2019	Open			Accounts Payable	DUENAS, DEREK	\$91.00		
90219	07/18/2019	Open			Accounts Payable	GOMEZ, MARCO	\$210.00		
90220	07/18/2019	Open			Accounts Payable	JOUANNE DE ENCINAS, ROULA	\$113.00		
90221	07/18/2019	Open			Accounts Payable	LOPEZ, MELISSA	\$162.00		
90222	07/18/2019	Open			Accounts Payable	MILLER, DAMIAN	\$158.00		
90223	07/18/2019	Open			Accounts Payable	MORRIS, JOHNNIE	\$210.00		
90224	07/18/2019	Open			Accounts Payable	RAMIREZ, MIGUEL	\$113.00		
90225	07/18/2019	Open			Accounts Payable	REYNOSO, NIGEL	\$158.00		
90226	07/18/2019	Open			Accounts Payable	SAUCEDA, JOEL	\$158.00		
90227	07/18/2019	Open			Accounts Payable	4 POWERS CONTRACTING, LLC	\$10,611.00		
90228	07/18/2019	Open			Accounts Payable	ALSCO, INC	\$172.23		
90229	07/18/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
90230	07/18/2019	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$154.80		
90231	07/18/2019	Open			Accounts Payable	ARIZONA MEXICO COMMISSION	\$1,500.00		
90232	07/18/2019	Open			Accounts Payable	ARIZONA SECRETARY OF STATE	\$68.00		
90233	07/18/2019	Open			Accounts Payable	ARIZONA STATE LAND DEPARTMENT	\$8,000.00		
90234	07/18/2019	Open			Accounts Payable	ARIZONA STATE TREASURER	\$29,289.76		
90235	07/18/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$247.96		
90236	07/18/2019	Open			Accounts Payable	CITY OF YUMA	\$50.00		
90237	07/18/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$70.00		
90238	07/18/2019	Open			Accounts Payable	DESERT WATER	\$5.85		
90239	07/18/2019	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$229.20		
90240	07/18/2019	Open			Accounts Payable	INTERNATIONAL BUSINESS INNOVATION ASSOC	\$525.00		
90241	07/18/2019	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$245.00		
90242	07/18/2019	Open			Accounts Payable	LA PEQUENA	\$220.00		
90243	07/18/2019	Open			Accounts Payable	LIFELINE TRAINING	\$698.00		
90244	07/18/2019	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$32.19		
90245	07/18/2019	Open			Accounts Payable	MEDINA, JOSE	\$54.00		
90246	07/18/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$14.95		
90247	07/18/2019	Open			Accounts Payable	POWERDMS, INC	\$4,527.60		
90248	07/18/2019	Open			Accounts Payable	PURCELL TIRE CO.	\$416.97		
90249	07/18/2019	Open			Accounts Payable	QUIÑONES TIRES LLC	\$9.00		
90250	07/18/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$170.00		
90251	07/18/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$432.00		
90252	07/18/2019	Open			Accounts Payable	RDO EQUIPMENT CO.	\$110.64		
90253	07/18/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$84.00		
90254	07/18/2019	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$635.54		

# Payment Register

From Payment Date: 7/15/2019 - To Payment Date: 7/18/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90255	07/18/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$575.00		
90256	07/18/2019	Open			Accounts Payable	SHRM	\$627.00		
90257	07/18/2019	Open			Accounts Payable	VILLAR, GLORIA	\$50.00		
90258	07/18/2019	Open			Accounts Payable	YUMA COUNTY TREASURER	\$185.13		
90259	07/18/2019	Open			Accounts Payable	YUMA INSURANCE, INC	\$50.00		
90260	07/18/2019	Open			Accounts Payable	YUMA TRUCK PARTS	\$1,038.62		
90261	07/18/2019	Open			Accounts Payable	YUMA VISITORS BUREAU	\$4,320.00		
90262	07/18/2019	Open			Accounts Payable	ALSCO, INC	\$363.90		
90263	07/18/2019	Open			Accounts Payable	AMBERLY'S PLACE	\$3,423.33		
90264	07/18/2019	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$20,674.44		
90265	07/18/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$2,255.98		
90266	07/18/2019	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$380.80		
90267	07/18/2019	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$3,640.49		
90268	07/18/2019	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$3,252.36		
90269	07/18/2019	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,421.53		
90270	07/18/2019	Open			Accounts Payable	BSN SPORTS	\$539.23		
90271	07/18/2019	Open			Accounts Payable	BUDDY'S ALL STARS	\$593.41		
90272	07/18/2019	Open			Accounts Payable	CENTURYLINK	\$278.86		
90273	07/18/2019	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	\$911.50		
90274	07/18/2019	Open			Accounts Payable	CORONADO, ARMIDA, R.	\$175.00		
90275	07/18/2019	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$12.50		
90276	07/18/2019	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$7,676.54		
90277	07/18/2019	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$6,646.32		
90278	07/18/2019	Open			Accounts Payable	CENTURYLINK	\$3,930.63		
90279	07/18/2019	Open			Accounts Payable	DE LA HOYA, ARACELY	\$177.46		
90280	07/18/2019	Open			Accounts Payable	ESCOBAR, ADELO	\$50.00		
90281	07/18/2019	Open			Accounts Payable	GUTIERREZ, GUADALUPE	\$137.58		
90282	07/18/2019	Open			Accounts Payable	PERALTA, FRANCISCO	\$50.00		
90283	07/18/2019	Open			Accounts Payable	REVELES, STEPHANIE	\$50.00		
90284	07/18/2019	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,422.00		
90285	07/18/2019	Open			Accounts Payable	DESERT WATER	\$190.94		
90286	07/18/2019	Open			Accounts Payable	ELIFEGUARD, INC.	\$1,759.53		
90287	07/18/2019	Open			Accounts Payable	EXCEPTIONAL WATER SYSTEMS, LLC	\$2,495.41		
90288	07/18/2019	Open			Accounts Payable	FACTOR SALES, INC.	\$1,200.00		
90289	07/18/2019	Open			Accounts Payable	FISHER CHRYSLER	\$116.58		
90290	07/18/2019	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$615.00		
90291	07/18/2019	Open			Accounts Payable	HAJOCA CORPORATION	\$166.45		
90292	07/18/2019	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$1,662.50		
90293	07/18/2019	Open			Accounts Payable	HIGHERGROUND, INC.	\$2,787.23		
90294	07/18/2019	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$19,466.55		
90295	07/18/2019	Open			Accounts Payable	IMAC ROCK AND LANDSCAPE LLC	\$8,723.18		
90296	07/18/2019	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$11,349.66		
90297	07/18/2019	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$4,664.26		
90298	07/18/2019	Open			Accounts Payable	KS STATE BANK	\$236.59		
90299	07/18/2019	Open			Accounts Payable	KTL&C, LLC.	\$168.50		
90301	07/18/2019	Open			Accounts Payable	BILL ALEXANDER FORD	\$33,679.64		

# Payment Register

From Payment Date: 7/15/2019 - To Payment Date: 7/18/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90302	07/18/2019	Open			Accounts Payable	LANGUAGE CONNECTION	\$44.00		
90303	07/18/2019	Open			Accounts Payable	LAW OFFICE OF JEREMY CLARIDGE, PLC	\$1,200.00		
90304	07/18/2019	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$1,010.36		
90305	07/18/2019	Open			Accounts Payable	MEDINA, JOSE	\$108.00		
90306	07/18/2019	Open			Accounts Payable	METZ, ALEXANDER, IVAN	\$205.00		
90307	07/18/2019	Open			Accounts Payable	NAPA AUTO PARTS	\$37.99		
90308	07/18/2019	Open			Accounts Payable	NICKLAUS ENGINEERING	\$45,183.75		
90309	07/18/2019	Open			Accounts Payable	NVISION NETWORKING, INC.	\$11,680.20		
90310	07/18/2019	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$1,209.20		
90311	07/18/2019	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$535.00		
90312	07/18/2019	Open			Accounts Payable	QUINONES TIRES LLC	\$50.00		
90313	07/18/2019	Open			Accounts Payable	QUINONEZ, IGOR	\$548.00		
90314	07/18/2019	Open			Accounts Payable	R.L. JONES INSURANCE SERVICES INC.	\$104.00		
90315	07/18/2019	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$8,333.32		
90316	07/18/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$299.34		
90317	07/18/2019	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$880.29		
90318	07/18/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$640.00		
90319	07/18/2019	Open			Accounts Payable	SANFORD, JAMES	\$348.08		
90320	07/18/2019	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$275.48		
90321	07/18/2019	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$30,112.80		
90322	07/18/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$4,493.36		
90323	07/18/2019	Open			Accounts Payable	SUNSTATE ENVIRONMENTAL SERVICE	\$217.87		
90324	07/18/2019	Open			Accounts Payable	SYNERGY HOLDING, INC	\$596.27		
90325	07/18/2019	Open			Accounts Payable	THE HOME DEPOT	\$2,833.76		
90326	07/18/2019	Open			Accounts Payable	THE LAW OFFICES OF RYAN C. HENGL ESQ. P.L.C.	\$400.00		
90327	07/18/2019	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$800.00		
90328	07/18/2019	Open			Accounts Payable	TITLE BOXING	\$298.86		
90329	07/18/2019	Open			Accounts Payable	TOTER LLC	\$34,514.94		
90330	07/18/2019	Open			Accounts Payable	TRUCKMATES LLC	\$213.95		
90331	07/18/2019	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$21,221.83		
90332	07/18/2019	Open			Accounts Payable	USA BLUE BOOK	\$735.07		
90333	07/18/2019	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$4,166.63		
90334	07/18/2019	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$8,502.54		
90335	07/18/2019	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$1,404.07		
90336	07/18/2019	Open			Accounts Payable	YUMA SUN INC	\$840.00		
90337	07/18/2019	Open			Accounts Payable	YUMA VALLEY CONTRACTORS	\$10,989.00		
90338	07/18/2019	Open			Accounts Payable	Z TRENDS INC	\$56.00		
90339	07/18/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$237.25		
90340	07/18/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
90341	07/18/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$266.50		
90342	07/18/2019	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		



# Pay Day Register

Pay Date Range 07/06/19 - 07/19/19  
Pay Batch 201915

			Workers' Comp		Gross Base
PSPRS FIRE DISABILITY RATE	23.85	1,579.15	ANIMAL CONTROL OFFICERS	55.06	2,447.47
PSPRS POLICE DB RATE - TIER	3,179.13	41,557.20	ATTORNEY- ALL & CLERICAL-	68.16	30,974.86
PSPRS POLICE DB RATE - TIER	3,074.58	26,391.21	AUTO SERVICE/ REPAIR	183.96	6,593.62
PSPRS POLICE DB RATE - TIER 2	992.47	8,519.05	BUILDING- NOC OPER BY	1,230.54	33,993.33
PSPRS POLICE DB RATE - TIER 3	1,417.57	14,261.23	BUS COMPANY AND DRIVERS	138.40	2,507.22
STANDARD LIFE ADDTNL	876.08	.00	CLERICAL OFFICE/ LIBRARY/	231.79	96,572.37
TRANSWESTERN MEXICAN	96.50	.00	Electrician	60.10	1,914.00
U.S. MEX DENTAL - EE &	634.80	.00	FIREFIGHTERS & DRIVERS	2,669.58	75,839.42
U.S. MEX DENTAL - EE &	63.48	.00	GARBAGE/ ASH/ REFUSE	266.68	4,266.80
UNITED WAY	14.00	.00	MUNICIPAL/ TOWN/	82.63	4,721.80
US & MEX DENTAL= FAMILY	581.24	.00	PARKS- NOC ALL EMPLOYEES	485.28	15,654.07
US & MEX HEALTH = C	6,141.80	.00	POLICE OFFICERS	4,157.13	94,911.27
US & MEX HEALTH = FAMILY	4,812.15	.00	RECREATION- ALL EMPLOYEES/	258.36	18,857.77
US & MEX HEALTH = SP	749.00	.00	SEWAGE DISPOSAL/ PLANT	708.90	20,607.93
VSP - VISION FAMILY	615.44	.00	Street or Road Construction	1,261.25	15,706.65
Net	\$300,836.61		WATERWORKS OPERATIONS	577.22	16,634.77
			Total	\$12,435.04	

Direct Deposits	Amount
1st Bank Yuma	22,877.62
ACADEMY BANK	2,707.43
Bank of America	1,102.64
BANKCORP BANK	250.00
BBVA COMPASS	859.98
Charles Sch	200.00
Chase Bank	133,598.85
CHASE BANK CA	2,651.65
CHASE BANK MORGAN	1,388.85
chase centro	926.33
Federal Credit Union	35,226.18
FF CREDIT UNION	300.00
FIREFIGHTER FIRST CREDIT UNION	1,452.06
GREEN DOT BANK	817.08
National Bank	500.00
Navy Federal	8,673.16
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	988.33
Sunbank	1,806.86
USAA FEDERAL SAVING	1,072.29
WASHINGTON FEDERAL	986.57
Wells Fargo	53,331.24



# Pay Day Register

Pay Date Range 07/06/19 - 07/19/19

Pay Batch 201915

WELLS FARGO ARKANSAS	1,596.05
Total	<u>\$273,433.17</u>
Check	\$27,403.44

Prepared by:  
Debora Luna

Date:

07-31-2019



# Payment Register

From Payment Date: 7/22/2019 - To Payment Date: 7/25/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable Totals									
<b>Checks</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		24		\$10,631.33		\$0.00	
		Reconciled		22		\$36,618.89		\$36,618.89	
		Voided		1		\$91.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>47</b>		<b>\$47,341.22</b>		<b>\$36,618.89</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		24		\$10,631.33		\$0.00	
		Reconciled		22		\$36,618.89		\$36,618.89	
		Voided		1		\$91.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>47</b>		<b>\$47,341.22</b>		<b>\$36,618.89</b>	
<b>Grand Totals:</b>									
<b>Checks</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		24		\$10,631.33		\$0.00	
		Reconciled		22		\$36,618.89		\$36,618.89	
		Voided		1		\$91.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>47</b>		<b>\$47,341.22</b>		<b>\$36,618.89</b>	
<b>All</b>									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		24		\$10,631.33		\$0.00	
		Reconciled		22		\$36,618.89		\$36,618.89	
		Voided		1		\$91.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		<b>Total</b>		<b>47</b>		<b>\$47,341.22</b>		<b>\$36,618.89</b>	

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D.*  
*C* 7/25/19

# Payment Register

From Payment Date: 7/22/2019 - To Payment Date: 7/25/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
90347	07/22/2019	Open			Utility Management Refund	BASTIDAS, CHRISTIAN & HECTOR LOPEZ	\$77.43		
90348	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	ALEGRIA, ALEJANDRA & SILVA, FRANCISCO	\$97.19	\$97.19	\$0.00
90349	07/22/2019	Open			Utility Management Refund	ATAYDE, ROSA	\$146.99		
90350	07/22/2019	Open			Utility Management Refund	AVILES JESUS & ROSA ZAMUDIO	\$207.18		
90351	07/22/2019	Open			Utility Management Refund	BALDERRAMA, MANUEL DE JESUS & LORENA	\$84.76		
90352	07/22/2019	Open			Utility Management Refund	BECERRA, SEBERA & JUAN TIRADO	\$165.16		
90353	07/22/2019	Open			Utility Management Refund	BOJORQUEZ, CARMEN	\$171.99		
90354	07/22/2019	Open			Utility Management Refund	CARLOS, LORENZO & SUSANA	\$2.74		
90355	07/22/2019	Open			Utility Management Refund	DELGADO, MARIA & MANUEL RAMIREZ	\$175.54		
90356	07/22/2019	Open			Utility Management Refund	FELIX, EDITH J & GERARDO	\$157.53		
90357	07/22/2019	Open			Utility Management Refund	GARCIA, EUGENIA	\$229.90		
90358	07/22/2019	Open			Utility Management Refund	GONZALES, DAVID	\$282.03		
90359	07/22/2019	Open			Utility Management Refund	GONZALEZ, JOSE C & KARLA LOPEZ	\$71.70		
90360	07/22/2019	Open			Utility Management Refund	GONZALEZ, HUMBERTO	\$13.49		
90361	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	HERNANDEZ, YESENIA	\$123.22	\$123.22	\$0.00
90362	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	IBARRA, ASTRID	\$18.82	\$18.82	\$0.00
90363	07/22/2019	Open			Utility Management Refund	LASTRA, MIGUEL, A	\$13.48		
90364	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	LERMA-DIAZ, OSIRIS	\$179.71	\$179.71	\$0.00
90365	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	LIZARRAGA, CARMEN, J	\$181.36	\$181.36	\$0.00
90366	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	MEDINA DE PALOMERA, LORENA	\$134.22	\$134.22	\$0.00
90367	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	MELENDREZ, ARACELI	\$129.37	\$129.37	\$0.00
90368	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	MENDENHALL , NORMA	\$214.96	\$214.96	\$0.00
90369	07/22/2019	Open			Utility Management Refund	OROZCO-NAVARRETTE, JACINTO & CRISTINA SALCIDO	\$214.67		
90370	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	PALOMERA, ABEL Q & MA G MEDINA DE	\$156.05	\$156.05	\$0.00
90371	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	RIVAS, SAMUEL & TRACY CAMARENA	\$184.89	\$184.89	\$0.00

# Payment Register

From Payment Date: 7/22/2019 - To Payment Date: 7/25/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90372	07/22/2019	Open			Utility Management Refund	RIVERA LARA, CLAUDIA	\$32.94		
90373	07/22/2019	Open			Utility Management Refund	RODRIGUEZ, REGINO	\$40.60		
90374	07/22/2019	Open			Utility Management Refund	ROMERO HINOJOSA, JEOVANNA	\$158.83		
90375	07/22/2019	Open			Utility Management Refund	SAMANO, RODESHIA	\$180.00		
90376	07/22/2019	Reconciled		07/31/2019	Utility Management Refund	TREVINO, MIGUEL, E	\$89.90	\$89.90	\$0.00
90377	07/23/2019	Reconciled		07/31/2019	Accounts Payable	ARIZONA DEPARTMENT OF	\$1,000.00	\$1,000.00	\$0.00
90378	07/23/2019	Reconciled		07/31/2019	Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$5,099.57	\$5,099.57	\$0.00
90379	07/23/2019	Reconciled		07/31/2019	Accounts Payable	DIAZ, ESTELA	\$58.49	\$58.49	\$0.00
90380	07/23/2019	Voided		08/01/2019	Accounts Payable	DUENAS, DEREK	\$91.00		
90381	07/23/2019	Reconciled		07/31/2019	Accounts Payable	JESSUP, RICHARD	\$64.00	\$64.00	\$0.00
90382	07/23/2019	Open			Accounts Payable	LOPEZ, ENRIQUE	\$59.00		
90383	07/23/2019	Reconciled		07/31/2019	Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.	\$22,950.00	\$22,950.00	\$0.00
90384	07/23/2019	Open			Accounts Payable	YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRNSP AUTH	\$232.50		
90385	07/25/2019	Reconciled		07/31/2019	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$252.91	\$252.91	\$0.00
90386	07/25/2019	Reconciled		07/31/2019	Accounts Payable	CHARGO PA, GURSTEL	\$26.95	\$26.95	\$0.00
90387	07/25/2019	Open			Accounts Payable	FOP/ALC	\$345.00		
90388	07/25/2019	Reconciled		07/31/2019	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$405.00	\$405.00	\$0.00
90389	07/25/2019	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$7,553.87		
90390	07/25/2019	Reconciled		07/31/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,376.78	\$4,376.78	\$0.00
90391	07/25/2019	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
90392	07/25/2019	Reconciled		07/31/2019	Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$75.50	\$75.50	\$0.00
90393	07/25/2019	Reconciled		07/31/2019	Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$800.00	\$800.00	\$0.00
Type Check Totals:					47 Transactions		\$47,341.22	\$36,618.89	\$0.00

# Payment Register

From Payment Date: 7/29/2019 - To Payment Date: 8/1/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90557	08/01/2019	Open			Accounts Payable	YUMA VALLEY CONTRACTORS	\$9,440.00		
90558	08/01/2019	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$256.50		
90559	08/01/2019	Open			Accounts Payable	WAL-MART INC.C/O BANK OF AMERICA LOCK BOX	\$6,294.99		

Type Check Totals:  
1BYPAYABLE - 1st BY Accounts Payable Totals

166 Transactions

\$436,919.21

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	165	\$430,624.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$6,294.99	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>166</b>	<b>\$436,919.21</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	165	\$430,624.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$6,294.99	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>166</b>	<b>\$436,919.21</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	165	\$430,624.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$6,294.99	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>166</b>	<b>\$436,919.21</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	165	\$430,624.22	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$6,294.99	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>166</b>	<b>\$436,919.21</b>	<b>\$0.00</b>

Prepared By:  
Maggie Dominguez  
Date: Maggie D.

8/1/19

# Payment Register

From Payment Date: 7/29/2019 - To Payment Date: 8/1/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
90394	07/29/2019	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,422.00		
90395	07/29/2019	Open			Accounts Payable	ALDAMA, EMMANUEL	\$55.00		
90396	07/29/2019	Open			Accounts Payable	CARDENAS, ERNESTO	\$55.00		
90397	07/29/2019	Open			Accounts Payable	GARCIA-BONILLA, ELIZABETH	\$91.00		
90398	07/29/2019	Open			Accounts Payable	GIMBUT, GLENN J.	\$123.00		
90399	07/29/2019	Open			Accounts Payable	JUAREZ, NANCY	\$91.00		
90400	07/29/2019	Open			Accounts Payable	LAGUNA, LIZETH	\$91.00		
90401	07/29/2019	Open			Accounts Payable	POLAR ICE LLC	\$504.29		
90402	08/01/2019	Open			Accounts Payable	24 KARAT JEWELERS	\$275.32		
90403	08/01/2019	Open			Accounts Payable	AFLAC	\$4,334.32		
90404	08/01/2019	Open			Accounts Payable	ALDAMA, EMMANUEL	\$209.00		
90405	08/01/2019	Open			Accounts Payable	ALSCO, INC	\$280.70		
90406	08/01/2019	Open			Accounts Payable	AMBERLY'S PLACE	\$3,423.33		
90407	08/01/2019	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$150.00		
90408	08/01/2019	Open			Accounts Payable	AMREP INC.	\$798.83		
90409	08/01/2019	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$75.00		
90410	08/01/2019	Open			Accounts Payable	ANGUANO, RAYMUNDO	\$220.00		
90411	08/01/2019	Open			Accounts Payable	ANIMAL CARE EQUIPMENT AND SERVICES	\$192.00		
90412	08/01/2019	Open			Accounts Payable	ARIZONA BLUE STAKE, INC.	\$144.59		
90413	08/01/2019	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$144.77		
90414	08/01/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$65.00		
90415	08/01/2019	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$87,585.88		
90416	08/01/2019	Open			Accounts Payable	ARIZONA INTERAGENCY FARMWORKERS COALITION INC	\$2,500.00		
90417	08/01/2019	Open			Accounts Payable	ARIZONA PARKS AND RECREATION	\$5,475.00		
90418	08/01/2019	Open			Accounts Payable	ARIZONA STATE LAND DEPARTMENT	\$200.00		
90419	08/01/2019	Open			Accounts Payable	ARIZONA STATE UNIVERSITY	\$1,300.00		
90420	08/01/2019	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$500.00		
90421	08/01/2019	Open			Accounts Payable	AUTOZONE STORES, INC	\$264.38		
90422	08/01/2019	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$931.81		
90423	08/01/2019	Open			Accounts Payable	BENEFIT ADMIN SERVICES INT'L CORP	\$280.00		
90424	08/01/2019	Open			Accounts Payable	BIG W SALES	\$600.70		
90425	08/01/2019	Open			Accounts Payable	BILL ALEXANDER FORD	\$2,803.66		
90426	08/01/2019	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$50.79		
90427	08/01/2019	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$5,798.74		
90428	08/01/2019	Open			Accounts Payable	BOTELLO, EMMANUEL	\$295.00		

# Payment Register

From Payment Date: 7/29/2019 - To Payment Date: 8/1/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90429	08/01/2019	Open			Accounts Payable	CANADA-ARIZONA BUSINESS COUNCIL	\$2,500.00		
90430	08/01/2019	Open			Accounts Payable	CARDENAS, ERNESTO	\$209.00		
90431	08/01/2019	Open			Accounts Payable	CARDENAS, JUAN, A	\$198.00		
90432	08/01/2019	Open			Accounts Payable	CDWG	\$24,677.62		
90433	08/01/2019	Open			Accounts Payable	CEMEX	\$42,769.73		
90434	08/01/2019	Open			Accounts Payable	CENTRAL ARIZONA CHAPTER OF ICC	\$300.00		
90435	08/01/2019	Open			Accounts Payable	CENTURYLINK	\$1,327.81		
90436	08/01/2019	Open			Accounts Payable	COPPER STATE BOLTS & NUT CO.	\$424.99		
90437	08/01/2019	Open			Accounts Payable	CORNELIO, SONIA	\$321.54		
90438	08/01/2019	Open			Accounts Payable	CORTES, MARIA	\$108.50		
90439	08/01/2019	Open			Accounts Payable	D & H ELECTRIC INC.	\$5,323.02		
90440	08/01/2019	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$39.80		
90441	08/01/2019	Open			Accounts Payable	DESERT WATER	\$131.18		
90442	08/01/2019	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.	\$289.12		
90443	08/01/2019	Open			Accounts Payable	DOCUNITED IMAGING, LLC	\$4,658.94		
90444	08/01/2019	Open			Accounts Payable	DUENAS, DEREK	\$91.00		
90445	08/01/2019	Open			Accounts Payable	ELLIOTT AUTO SUPPLY CO INC	\$2,015.53		
90446	08/01/2019	Open			Accounts Payable	EMS TECHNOLOGY SOLUTIONS, LLC	\$330.00		
90447	08/01/2019	Open			Accounts Payable	EXCEPTIONAL WATER SYSTEMS, LLC	\$1,383.98		
90448	08/01/2019	Open			Accounts Payable	EXPRESS WINDOW TINT & AUTO GLASS, MIGUEL, LOPEZ	\$277.88		
90449	08/01/2019	Open			Accounts Payable	FBI-LEEDA	\$4,170.00		
90450	08/01/2019	Open			Accounts Payable	FENCING BY S.K. L.L.C.	\$585.36		
90451	08/01/2019	Open			Accounts Payable	FRANCO, MARTIN, A	\$456.00		
90452	08/01/2019	Open			Accounts Payable	G&T ALARM CO LLC	\$78.00		
90453	08/01/2019	Open			Accounts Payable	GALVAN, AURELIO, JR	\$209.00		
90454	08/01/2019	Open			Accounts Payable	GARCIA, OSCAR, EDUARDO	\$360.00		
90455	08/01/2019	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	\$219.73		
90456	08/01/2019	Open			Accounts Payable	GOMEZ, ALEXIS, I	\$130.00		
90457	08/01/2019	Open			Accounts Payable	GONZALEZ, KAROLINA	\$209.00		
90458	08/01/2019	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$1,970.78		
90459	08/01/2019	Open			Accounts Payable	GUEVARA, GABRIELA	\$337.00		
90460	08/01/2019	Open			Accounts Payable	GUTIERREZ, MANUEL	\$228.00		
90461	08/01/2019	Open			Accounts Payable	ID WHOLESALE	\$250.00		
90462	08/01/2019	Open			Accounts Payable	IRON MOUNTAIN INC	\$102.20		
90463	08/01/2019	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$18,698.58		
90464	08/01/2019	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$1,561.00		
90465	08/01/2019	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$530.17		
90466	08/01/2019	Open			Accounts Payable	KTL&C, LLC.	\$286.50		
90467	08/01/2019	Open			Accounts Payable	LAGUNA, JOSE, LUZ	\$322.00		
90468	08/01/2019	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,209.49		
90469	08/01/2019	Open			Accounts Payable	LIMELIGHT CREATIVE GROUP	\$2,000.00		

# Payment Register

From Payment Date: 7/29/2019 - To Payment Date: 8/1/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90470	08/01/2019	Open			Accounts Payable	LOOMIS	\$1,558.43		
90471	08/01/2019	Open			Accounts Payable	LOWE'S HIW, INC.	\$8,570.78		
90472	08/01/2019	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$317.84		
90473	08/01/2019	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$124.32		
90474	08/01/2019	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$66.60		
90475	08/01/2019	Open			Accounts Payable	MARTINEZ, NERYS	\$220.00		
90476	08/01/2019	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$40.00		
90477	08/01/2019	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$1,493.25		
90478	08/01/2019	Open			Accounts Payable	MECHO'S MOBIL WELDING	\$4,800.00		
90479	08/01/2019	Open			Accounts Payable	MEDINA, JOSE	\$336.00		
90480	08/01/2019	Open			Accounts Payable	MOLINA, JOSE	\$220.00		
90481	08/01/2019	Open			Accounts Payable	MONEY HANDLING MACHINES INC	\$1,190.00		
90482	08/01/2019	Open			Accounts Payable	MONOPRICE INC.	\$272.26		
90483	08/01/2019	Open			Accounts Payable	NATIONAL BUSINESS FURNITURE	\$1,720.46		
90484	08/01/2019	Open			Accounts Payable	NATIONAL EMERGENCY NUMBER ASSOCIATION	\$2,400.00		
90485	08/01/2019	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
90486	08/01/2019	Open			Accounts Payable	NEWEGG BUSINESS INC.	\$14.75		
90487	08/01/2019	Open			Accounts Payable	OFFICE DEPOT	\$650.24		
90488	08/01/2019	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$998.86		
90489	08/01/2019	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$126.98		
90490	08/01/2019	Open			Accounts Payable	PARTIDA KARATE ACADEMY	\$500.00		
90491	08/01/2019	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$737.20		
90492	08/01/2019	Open			Accounts Payable	PITNEY BOWES INC.	\$1,325.64		
90493	08/01/2019	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
90494	08/01/2019	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	\$649.37		
90495	08/01/2019	Open			Accounts Payable	PURCELL TIRE CO.	\$1,240.05		
90496	08/01/2019	Open			Accounts Payable	PURCHASE POWER	\$1,041.98		
90497	08/01/2019	Open			Accounts Payable	QUAIL CONSTRUCTION, LLC	\$119.25		
90498	08/01/2019	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$225.00		
90499	08/01/2019	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$4,650.79		
90500	08/01/2019	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$2,990.00		
90501	08/01/2019	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$120.00		
90502	08/01/2019	Open			Accounts Payable	RAMON MOSQUEDA	\$500.00		
90503	08/01/2019	Open			Accounts Payable	RDO EQUIPMENT CO.	\$14.89		
90504	08/01/2019	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$117.00		
90505	08/01/2019	Open			Accounts Payable	REDBURN TIRE COMPANY	\$1,532.86		
90506	08/01/2019	Open			Accounts Payable	REYNOSO, NIGEL	\$295.00		
90507	08/01/2019	Open			Accounts Payable	RIVERSIDE ENVIRONMENTAL SERVICES, INC.	\$1,950.00		
90508	08/01/2019	Open			Accounts Payable	RUIZ, MONICA	\$337.00		
90509	08/01/2019	Open			Accounts Payable	SAM'S CLUB	\$3,963.77		
90510	08/01/2019	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$715.00		
90511	08/01/2019	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	\$3,329.70		
90512	08/01/2019	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$10,654.52		
90513	08/01/2019	Open			Accounts Payable	SANDOVAL, SILVIA, T.	\$300.00		

# Payment Register

From Payment Date: 7/29/2019 - To Payment Date: 8/1/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
90514	08/01/2019	Open			Accounts Payable	SANDOVAL, SALVADOR	\$111.41		
90515	08/01/2019	Open			Accounts Payable	SAUCEDA, JOEL	\$295.00		
90516	08/01/2019	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$1,706.33		
90517	08/01/2019	Open			Accounts Payable	SIGN MASTERS	\$586.50		
90518	08/01/2019	Open			Accounts Payable	SILVA, JUAN, MANUEL	\$310.00		
90519	08/01/2019	Open			Accounts Payable	SIMS MACKIN, LTD.	\$180.00		
90520	08/01/2019	Open			Accounts Payable	SOLORZANO, MARIA	\$50.00		
90521	08/01/2019	Open			Accounts Payable	SOUTHWEST EXCHANGE INC	\$30.71		
90522	08/01/2019	Open			Accounts Payable	SPECIAL OLYMPICS ARIZONA INC.	\$250.00		
90523	08/01/2019	Open			Accounts Payable	SPECTRUM BUSINESS	\$53.49		
90524	08/01/2019	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,725.55		
90525	08/01/2019	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$2,727.41		
90526	08/01/2019	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$66.67		
90527	08/01/2019	Open			Accounts Payable	SYSAID TECHNOLOGIES, INC.	\$408.00		
90528	08/01/2019	Open			Accounts Payable	TACOS EL CHIPILON, LLC	\$553.57		
90529	08/01/2019	Open			Accounts Payable	THE FIBER OPTIC MARKETPLACE LLC	\$48.98		
90530	08/01/2019	Open			Accounts Payable	THE GALLERY COLLECTION	\$538.56		
90531	08/01/2019	Open			Accounts Payable	THE ROACH PEST CONTROL	\$1,495.00		
90532	08/01/2019	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	\$3,600.00		
90533	08/01/2019	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$998.59		
90534	08/01/2019	Open			Accounts Payable	TORRES, CRISTIAN	\$112.00		
90535	08/01/2019	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$193.00		
90536	08/01/2019	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,440.00		
90537	08/01/2019	Open			Accounts Payable	US POST MASTER	\$2,754.31		
90538	08/01/2019	Open			Accounts Payable	USA BLUE BOOK	\$224.20		
90539	08/01/2019	Open			Accounts Payable	VERA, JOSE	\$220.00		
90540	08/01/2019	Open			Accounts Payable	VERDUGO, MARITZA	\$50.00		
90541	08/01/2019	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$3,943.78		
90542	08/01/2019	Open			Accounts Payable	VIZCARRA ACUNA, ALMA, DELFINA	\$40.00		
90543	08/01/2019	Voided		08/01/2019	Accounts Payable	WAL-MART INC.C/O BANK OF AMERICA LOCK BOX	\$6,294.99		
90544	08/01/2019	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$9,403.18		
90545	08/01/2019	Open			Accounts Payable	WESTAIR GASES & EQUIPMENT INC.	\$1,043.14		
90546	08/01/2019	Open			Accounts Payable	WIZARD EDUCATION	\$33,800.00		
90547	08/01/2019	Open			Accounts Payable	YUMA COUNTY CHAMBER	\$25.00		
90548	08/01/2019	Open			Accounts Payable	YUMA COUNTY ELECTIONS	\$3,900.79		
90549	08/01/2019	Open			Accounts Payable	YUMA COUNTY RECORDER	\$25,164.35		
90550	08/01/2019	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$1,859.48		
90551	08/01/2019	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$226.93		
90552	08/01/2019	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$1,239.28		
90553	08/01/2019	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,018.29		
90554	08/01/2019	Open			Accounts Payable	YUMA SUN INC	\$3,856.70		
90555	08/01/2019	Open			Accounts Payable	YUMA SUN, INC	\$525.00		
90556	08/01/2019	Open			Accounts Payable	YUMA TRUCK PARTS	\$2,524.46		



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.C.

**Meeting Date:** 08/14/2019

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action to staff on any and all matters regarding a Field Training Agreement with Wizard Education for field internship training of our paramedic students. **(Angel Ramirez, Fire Chief)**

#### SUMMARY:

The City of San Luis Fire Department (SLFD) is requesting authority to affiliate with Wizard Education to provide Field Intern training for paramedic students.

The presented agreement outlines the field intern training requested by Wizard Education students enrolled in the Paramedic Education program. This curriculum requires an amount of field intern training or "ride-along" experience, appropriate to their level of training and criteria of the training program.

The City of San Luis agrees to provide qualified preceptors (who are skilled paramedics to supervise the students) and the on-vehicle experience, at no charge to Wizard Education, to provide performance based feedback to their program director, coordinator or instructor. SLFD will also provide the training program coordinator with any criteria, conditions or stipulations which will limit or direct the students "ride-along" experience. Wizard Education will provide liability insurance coverage in the name of the City of San Luis and the City of San Luis Fire Department, will assume all responsibility for uniforms, scheduling, and compliance with HIPAA laws and requirements.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE AGREEMENT WITH WIZARD EDUCATION AS PRESENTED.**

N/A

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	N/A
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	0
<b>BUDGETED AMOUNT:</b>	0
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	0
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A

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

N/A

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**Attachments**

Field Agreement

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AFFILIATION AGREEMENT  
FOR  
FIELD INTERNSHIP TRAINING EXPERIENCE

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

RECITAL:

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

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

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

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

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

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

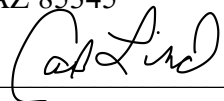
THIS AGREEMENT MAY be modified by mutual consent of WIZARD MEDICAL EDUCATION and FIRE DEPARTMENT. This Agreement supersedes and replaces all prior agreements between parties with respect to the subject matter hereof.

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

FOR:

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

BY:

  
\_\_\_\_\_

ITS:

EMS Program Director  
\_\_\_\_\_

DATE:

July 11, 2019  
\_\_\_\_\_

FOR:

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

BY:

\_\_\_\_\_

ITS:

\_\_\_\_\_

DATE:

\_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.D.

**Meeting Date:** 08/14/2019

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding an Intergovernmental Agreement with the United States Border Patrol (USBP) to provide field training to their Emergency Medical Technicians (EMT's) and Paramedics. **(Angel Ramirez, Fire Chief)**

#### SUMMARY:

The City of San Luis Fire Department (SLFD) is requesting authority to affiliate with the USBP to provide field training to their EMT's and paramedic students.

Since SLFD has a long transport time to Yuma Regional Medical Center (YRMC), USBP believes that we provide the best hands on experiences to their agents when in response to a crisis. With the knowledge and expertise that our SLFD paramedics have, they will provide valuable teaching techniques that they will use and apply to their daily routines.

There will be no cost to the City of San Luis Fire Department since all paramedics will be on duty at all times.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH THE US BORDER PATROL AS PRESENTED.**

N/A

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#### Fiscal Impact

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

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

**TOTAL:** 0

**BUDGETED AMOUNT:** 0

**AVAILABLE AMOUNT TO TRANSFER:** 0

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

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

N/A

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**Attachments**



U.S. Border Patrol  
Yuma Sector EMT Program  
4035 South Ave A  
Yuma, Arizona 85365

## INTERGOVERNMENTAL AGREEMENT

### AUTHORITY:

6 U.S.C. § 211(e)(3) authorizes the U.S. Border Patrol to enter into this agreement (“Agreement”). Arizona Revised Statutes A.R.S. § 11-951 and § 11-952 authorize the City of San Luis, Arizona to enter into this Agreement.

### STATEMENT:

This Agreement is entered between the United States Border Patrol, Yuma Sector “EMT Training Program” hereinafter referred to as the “School” and the City of San Luis, Arizona through its San Luis Fire Department, hereinafter referred to as the “Health Agency.” The School and the Health Agency may be referred to hereinafter singularly as the “Party” and collectively as the “Parties.”

### PURPOSE:

It is the intent of the School and the Health Agency to affiliate for the education of the School’s Emergency Medical Services Technicians, with the goal of providing these students with EMT/Basic Training hereinafter referred to as “EMS Training” or “EMS Programs.” It is therefore agreed as follows:

#### ARTICLE I: Responsibility of Assignment:

The School will assume full responsibility for the planning of the educational program in EMS Training, including programming, administration, and matriculation through the assignment of a Program Coordinator, Supervisory Border Patrol Agent Luis A. Saucedo (EMT-B).

#### ARTICLE II: Scope of Learning:

Students participating in EMS Programs are required to participate in clinical and on-vehicle training as part of their training program. These experiences should include only those skills which are authorized by the Arizona Department of Health Services as appropriate for the student’s level of training. The School will provide the Health Agency with a list of skills each level of training may perform.

Each U.S. Border Patrol EMT-Basic / EMT has standing orders for the following skills:

Application and use of AED (Automated External Defibrillator)  
Patient assistance with MDI (Metered Dose Inhaler) and Epi-Pen (Requires on-line direction)

Aspirin administration (Requires on-line medical direction)  
Activated Charcoal administration  
Temperature assessment and monitoring  
IV (intravenous) access and infusion of NS (normal saline) as per Hyperthermia protocol  
Glucose administration as per hypoglycemia protocol  
Pulse Oximetry assessment and monitoring  
Airway maintenance control and ventilation  
Spinal precautions  
Oxygen administration  
Glucometer usage  
Patient assistance with Nitro (Requires on-line medical direction)  
Dual lumen insertion to include:  
    King Airway™  
    i-gel™

ARTICLE III:         Scheduling:

The Program Coordinator will notify the Health Agency, in advance of the experience, of the schedule of student assignments to clinical or on-vehicle training including dates, numbers of students participating, and the level of training of each student.

ARTICLE IV:         Supervision of Students:

Students shall be supervised during clinical or on-vehicle training by any of the following personnel as directed by the Program Coordinator:

1. An Arizona licensed physician.
2. An Arizona licensed physician's assistant.
3. An Arizona registered nurse.
4. An Arizona certified paramedic with a minimum of two years' experience.
5. An Arizona certified Advanced EMT with a minimum of two years'

experience.

ARTICLE V:         Student Records:

The Training Program Medical Director, Dr. Sidney Vail of Maricopa Integrated Health System, and the Program Coordinator will certify the successful completion of the course by each student with no responsibility for certification falling on the Health Agency. The School will maintain all records and reports of student experiences.

ARTICLE VI:         Confidentiality of Client Records:

The School assumes responsibility for informing students about compliance with all rules and regulations of the Health Agency concerning the confidential nature of information on clients and their records including how students are to comply with HIPAA (Health Insurance Portability and Accountability Act) and its regulations.

ARTICLE VII: Student Liability and Responsibility for Workers' Compensation:

All students of the School are federally employed and on-duty during all training clinical and on-vehicle training. As on-duty employees of the Federal Government, all students are covered for general liability under the Federal Tort Claims Act, 28 U.S.C. § 1346(b) et seq. The School acknowledges that it is liable for the negligent, wrongful acts, or omissions of its employees and agents while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, 28 U.S.C. § 1346(b) et. seq. The Health Agency acknowledges that it is liable for the negligent, wrongful acts, or omissions of its employees and agents while acting within the scope of their employment to the extent permitted by Arizona law.

The School shall comply with the under The Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq. and its regulations. The Health Agency shall comply with the Arizona Workers' Compensation Laws. Both Parties shall comply with the notice provisions of A.R.S. § 23 -1022(E). For purposes of A.R.S. § 23-1022(D), an employee of either Party "who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies as provided in A.R.S. § 11-952 is deemed to be an employee of both public agencies for the purposes of this section. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section."

ARTICLE VIII Termination of Students:

The School will terminate any student from this experience for just cause. The Health Agency has the right to remove any student from its equipment, apparatus or facilities for just cause and to provide input towards termination when necessary.

ARTICLE IX Uniform Attire:

Students will be dressed in a professional manner and wear a visible name tag identifying their name and level of training.

ARTICLE X Health Agency Participation and Manner of Financing:

The Health Agency will make available at no charge to the School:

1. clinical or on-vehicle experience necessary for the practical instruction of the student,
2. an emergency paramedic to supervise students during clinical or on-vehicle training to include supervision of any experiences beyond the student's level of training, and
3. written policies pertinent to client services which would affect the conduct of

participating students.

A.R.S. §11-952(B) requires that this Agreement specify the manner of financing this joint or cooperative undertaking. Other than the minimal cost of providing written policies, there will be no discernable cost the Health Agency's participation because the tasks involved are tasks those supervising the students would be doing with or without students observing.

ARTICLE XI            Cooperation:

The Program Coordinator for the School will cooperate with Health Agency representatives in the conduct of the Training Programs. Faculty and students of the School will adhere to the policies of the Health Agency as provided in ARTICLE X while functioning with the Health Agency.

ARTICLE XII            Compliance with All Laws - Conflict of Interest:

The Parties shall comply with all applicable laws including but not limited to all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. This Intergovernmental Agreement shall be canceled by either Party in the conflict of interest situations as permitted by A.R.S. §38-511, the terms of which are incorporated herein by reference.

ARTICLE XIII            Review and Duration:

This Agreement will continue in effect for a period of five years. If the Parties agree, this Agreement may be renewed at the end of the five-year term. Prior to any renewal, the Parties will review the Agreement for any changes that need to be made. Any review will be reduced to writing the same formalities as this Agreement. Either Party may, with at least 90 days prior to the end of the Federal fiscal year (September 30) in any of the five years of this Agreement, notify the other Party in writing of its intent not to renew.

A.R.S. § 11-952(B)(4) requires that this Agreement specify the permissible method for disposing of property on partial or complete termination of this Agreement. This Agreement does not involve any transfer of property.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the day and year written below.

City of San Luis  
1090 E Union St.  
P.O. Box 1170  
San Luis, AZ 85349

US Border Patrol Yuma Sector  
EMT Program  
4035 South Ave A  
Yuma, AZ 85365

By: \_\_\_\_\_  
Gerardo Sanchez

By: \_\_\_\_\_  
Luis A. Saucedo

Title: Mayor

Title: EMT Coordinator

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

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

Attested:

By: \_\_\_\_\_  
Sonia Cornelio

Title: San Luis City Clerk

CITY ATTORNEY CERTIFICATION

Under A.R.S. §11-952, I have determined that the foregoing Intergovernmental Agreement between US Border Patrol Yuma Sector EMT Program and the City of San Luis, Arizona is in the proper form and is within the powers and authority granted to the City of San Luis under the laws of Arizona.

By: \_\_\_\_\_  
Kay Marion Macuil

Title: San Luis City Attorney



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.E.

**Meeting Date:** 08/14/2019

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

**Submitted By:** Enrique Lopez, Assistant Fire Chief, Fire Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding a Memorandum of Understanding with Phoenix Children's Hospital. **(Angel Ramirez, Fire Chief)**

#### SUMMARY:

This agreement would facilitate San Luis Fire Department personnel to participate in clinical time and gain experience in the pediatric sector of emergency medical services, it would also be a great resource in bringing pediatric based training to the Yuma area. This agreement does not carry any cost to our department and it would benefit the entire Yuma County Emergency Medical Services sector.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE MOU WITH PHOENIX CHILDREN'S HOSPITAL FOR EMT TRAINING IN PEDIATRICS FOR FIRE DEPARTMENT PERSONNEL.**

N/A

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#### Fiscal Impact

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

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

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

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

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

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

There is no fiscal impact associated with this item.

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#### Attachments

PCH MOU

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**EDUCATIONAL AFFILIATION AGREEMENT  
BETWEEN  
PHOENIX CHILDREN'S HOSPITAL, INC.  
AND  
SAN LUIS FIRE DEPARTMENT**

This Agreement is made this April 1, 2019, by and between the SAN LUIS FIRE DEPARTMENT ("INSTITUTION"), located in San Luis, Arizona, and PHOENIX CHILDREN'S HOSPITAL, INC. ("PCH"), located in Phoenix, Arizona.

INSTITUTION desires that its student(s) obtain the necessary clinical field work experience to become eligible for graduation, certification, registration and/or licensure in their field of specialization for the disciplines, programs and/or practice areas identified in Attachment A; and

PCH has the facilities to offer such necessary clinical field work experience for the disciplines, programs and/or practice areas identified in Attachment A; and

The Parties desire to contribute to the development of this disciplinary experience and to assure continuity and supply of qualified personnel for the future by participating in this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**I. TERM AND TERMINATION**

The term of this Agreement shall be three (3) years commencing April 1, 2019 and ending March 31, 2022 (the "Term") unless otherwise terminated under the terms of this Agreement. Following the Term, this Agreement may be renewed by mutual consent of both parties evidenced in writing.

Either Party may terminate this Agreement, with or without cause, as provided in this Agreement or upon at least ninety (90) days prior written notice to the other Party. Either Party may immediately terminate this Agreement as specified in this Agreement or terminate with an opportunity to cure upon thirty (30) days notice, where cause means, with respect to either Party, a material breach of any provision of this Agreement which is not cured within thirty (30) days after written notice from the other Party. In case of termination, the affiliation between PCH and INSTITUTION shall continue for those students who are then participating in a clinical experience at PCH at the time of termination have completed their clinical experience pursuant to the terms and conditions of this Agreement, unless otherwise dismissed pursuant to Section VII.B.

## II. RESPONSIBILITIES OF THE INSTITUTION

- A. INSTITUTION will select those student(s), for assignment to PCH, who have completed all academic requirements necessary to fulfill the duties and responsibilities required to successfully fulfill their clinical field work obligations. INSTITUTION will provide to PCH the curriculum requirements for the clinical field work experience for its student(s), as set forth in the INSTITUTION's course descriptions and objectives and the number of students, no less than fourteen (14) days before the student(s) are scheduled to arrive at PCH. INSTITUTION will provide to PCH copies of any changes to the clinical field work curriculum during the Term or any subsequent renewals of this Agreement. INSTITUTION will retain ultimate responsibility for the education of its student(s).
- B. INSTITUTION will designate in writing a faculty supervisor to coordinate with a PCH designated staff member from the Department to which the student(s) will be assigned. The faculty supervisor and PCH designee shall together coordinate the clinical or practicum schedule of each student participating in this clinical field work experience. INSTITUTION will not assign any faculty member to PCH who is not appropriately certified, registered or licensed, and will keep evidence of such certification, registration or licensure of the assigned faculty on file with INSTITUTION during the Term of this Agreement and any subsequent renewals. At PCH's request, faculty shall be required to provide evidence of certification, registration and licensure. INSTITUTION shall remove any faculty from PCH who refuses to provide such documentation on request. Faculty supervisor(s) must have the appropriate experience for the particular discipline and will be responsible for all students assigned to the Department. Faculty supervisor(s) will also be expected to submit completed documentation as requested by PCH of its faculty supervisor(s) in accordance with PCH's policies and procedures.
- C. If the affiliation involves pediatric clinical rotation requiring a qualified faculty supervisor to be on site in accordance with the Arizona State Board of Nursing requirements and/or PCH policies, INSTITUTION shall maintain responsibility for fulfilling this requirement. If onsite faculty is required and INSTITUTION does not have a qualified faculty supervisor on site at any given time, any student who is then participating will be dismissed from participating in the clinical experience on site at PCH until INSTITUTION meets this requirement.
- D. INSTITUTION and PCH, prior to the start of each semester, will mutually agree upon the number of student(s) and faculty supervisor(s) who will be on site during that semester. INSTITUTION will provide PCH with the names of the student(s) and faculty supervisor(s) selected to participate at least ten (10) days prior to their arrival. INSTITUTION will arrange the student(s) and faculty supervisor(s) schedules in cooperation with PCH. As a condition to participation in the educational and clinical experience, INSTITUTION will direct its faculty supervisor(s) and student(s) to provide copies of their records to PCH as to adequately disclose prior educational and clinical experiences.

E. INSTITUTION agrees to provide PCH with written verification of each faculty supervisor and student's compliance with PCH's then current health policy at least thirty (30) days prior to the beginning of each assignment, using the form attached as Attachment B and incorporated by reference, which may be updated from time to time without requiring a written amendment to this Agreement. In completing the written verification, INSTITUTION must obtain and ensure that the following criteria are met and shall make available to PCH upon request, written documentation that includes:

1. A 12 panel drug screen by a licensed laboratory with expertise in performing drug screens, including tests for amphetamines (methamphetamines), barbiturates, benzodiazepines, cannabinoids (marijuana, metabolites), cocaine, fentanyl, meperidine, methadone, opiates (morphine, codeine, hydrocodone, hydromorphone), oxycodone, phencyclidine (PCP) and propoxyphene (PXY);
2. Documentation of MMR vaccine or positive MMR titers;
3. Documentation of two (2) doses of varicella vaccine or positive varicella titer;
4. Documentation of serological testing (titers) for Rubella, Rubeola, Mumps and Varicella;
5. Documentation of completion of a tuberculin ("TB") screening test within one (1) year prior to the start date, which must be updated annually, with a follow-up chest x-ray and completion of a TB questionnaire on all positive results, and if symptomatic, another chest x-ray, with a physician certifying fitness for duty;
6. Documentation that the Hepatitis B vaccine was offered and certified in writing that the individual is immune, received the complete vaccine, is in the process of receiving the vaccine or has signed a waiver to receive the vaccine; and
7. Documentation of training to ensure that the individual understands and will comply with all state and federal laws and regulations related to protected health information and medical records, including privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
8. Documentation of completion of training of PCH's mandatory safety education;
9. If the individual will have contact with PCH patients under this Agreement, certification in Basic Cardiac Life Support ("BLS"), and any other advanced certification, where applicable, issued within the past two (2) years by the American Heart Association, containing testing and demonstration components and signed off by a certified instructor, including a copy of both the front and back of certifications; and
10. Any other documentation required by PCH pursuant to its policies and procedures.

- F. INSTITUTION will notify faculty supervisor(s) and student(s) that PCH has an expectation of confidentiality with respect to certain business records and that all information with respect to PCH's patients is confidential, is not to be released to any person without prior approval from the proper authorities at PCH. Each faculty supervisor and student shall execute a confidentiality agreement, using the form attached as Attachment C and incorporated by reference, which may be updated from time to time without requiring a written amendment to this Agreement, acknowledging their obligations to maintain such confidentiality and provide it to PCH at least fifteen (15) business days prior to the beginning of each participant's clinical field experience.
- G. INSTITUTION will provide thorough and complete training to all participants prior to commencement of the clinical field experience concerning the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and prevention of infectious disease.
- H. INSTITUTION will require that its faculty supervisor(s) and student(s) follow the administrative policies, standards and practices of PCH and provide their own necessary and appropriate uniforms and supplies.
- I. INSTITUTION will maintain dosimetry badges for each student, if applicable.
- J. INSTITUTION shall require that faculty supervisor(s) and student(s) have a current background clearance as a condition of admission to any clinical experience at PCH. When preparing the verification, INSTITUTION shall ensure that documentation of the following searches have been conducted by a reputable outside background check service provider for each faculty supervisor(s) and student(s) performing any clinical field work under this Agreement:
1. Verification that faculty supervisor(s) and student(s) are in good standing and are not and at no time have been an Excluded Party on the Office of Inspector General's (OIG) List of Excluded Individuals/Entities, or listed on the General Services Administration (GSA) sanctions website, or otherwise excluded from participation in any federally funded health care program, including Medicare and Medicaid, with printed search results to be maintained on file and conducted annually. Any and all names found on the faculty supervisor(s) and student(s)' professional license(s), if applicable, or driver's license should be searched. INSTITUTION shall not refer any faculty supervisor(s) and student(s) following a finding on an exclusion list;
  2. Complete alias and address history search;
  3. Social Security number verification;
  4. Nationwide Sex Offender registry (searches all available statewide Megan's Law repositories for given name and all known aliases);

5. Terrorist Watch List;
  6. Nationwide criminal records for seven (7) years (including alias names);
  7. Smart Criminal Search for seven (7) years for each of the states/counties listed in the Social Security Search (INSTITUTION shall not refer any faculty supervisor(s) or student(s) following a finding of a conviction for a sex crime or crime involving minors, illegal drugs or aggravated DUI, or a warrant in any state to the best of the INSTITUTION's knowledge);
  8. For faculty supervisors, Employment Verification, verifying date of hire, date of departure, and eligibility for re-hire for the user-provided employer (includes the last three (3) employers);
  9. For faculty supervisors and graduate level students, Education Verification, verifying degree earned and dates attended; and
  10. For all faculty supervisor(s), Professional License Verification, verifying license type (per license per state).
- K. If assigned to a behavioral health unit, proof that student(s) and faculty supervisor(s) have received a valid fingerprint clearance card and a criminal history affidavit as required as required by law. *See A.R.S. § 36-425.03 and successor provisions.*

### III. RESPONSIBILITIES OF PCH

- A. PCH will provide INSTITUTION with the name and professional and academic credentials of the individual(s) who will supervise the assigned student(s) for approval by INSTITUTION prior to commencement of the clinical field work experience. In instances where there is no on-site faculty from INSTITUTION directly supervising the students, PCH will be responsible for providing appropriate and adequate supervision of the activities of each student by qualified professionals mutually acceptable to the INSTITUTION and PCH. In those cases, INSTITUTION shall provide faculty who will be accessible to the PCH staff for immediate consultation or supervision.
- B. A planned, supervised program meeting the requirements of INSTITUTION and the educational credentialing body having jurisdiction over the program will be followed and documented during the period the student(s) is assigned to PCH.
- C. At specified intervals, and at the conclusion of each student's assignment, the PCH supervisor will provide the coordinating faculty member with evaluations of each student's performance in a form satisfactory to INSTITUTION.
- D. PCH agrees to render emergency first aid to student(s) for injuries on PCH premises at each student's expense.

- E. PCH agrees to notify INSTITUTION of any significant change in its accreditation or licensure status within thirty (30) days of such change.
- F. PCH agrees to use reasonable efforts to make conference room space available as may be necessary for pre- and post-clinical experience discussions (not for lecturing or classroom purposes).
- G. PCH shall provide for the orientation of INSTITUTION's faculty supervisor(s) and student(s) as to the PCH's philosophies, rules, regulations and policies. If a faculty supervisor(s) is required to be on site at PCH in accordance with the State Board of Nursing requirements and/or PCH policies, PCH shall provide for the orientation of only INSTITUTION's faculty supervisor(s) who will then be required to properly orient all students as to the PCH's philosophies, rules, regulations and policies prior to the beginning of the students' clinical field experience.
- H. PCH shall comply with all federal, state, and local laws and ordinances concerning the confidentiality of participant records, where such applies, including but not limited to the Family Educational Rights and Privacy Act.
- I. PCH shall not be responsible for providing any assigned faculty supervisor(s) or student(s) with health insurance coverage.

#### IV. RESPONSIBILITIES OF INSTITUTION'S FACULTY SUPERVISOR

- A. The faculty supervisor coordinating assignment of the student(s) at PCH will provide the student(s) with the responsibilities incumbent on each student during assignment to the clinical field work experience according to written information provided by PCH. The student(s) will acknowledge in writing that he or she has received and understands the same.
- B. The faculty supervisor will be a faculty member of INSTITUTION who is certified, registered or licensed in the specialty of the student(s) assigned to the clinical field work experience.
- C. The faculty supervisor will visit student(s) on-site, at INSTITUTION's expense, if possible, during the course of the student(s) clinical field work experience. The faculty supervisor will periodically confer with the PCH's designee during the period of student(s) assignments at PCH.
- D. The faculty supervisor, when appropriate, will counsel and advise student(s) regarding the clinical, practicum or internship schedule during the period of assignment.
- E. The faculty supervisor shall be primarily responsible for the supervision of the INSTITUTION's student(s) during the student(s) assignment at PCH.

V. INSURANCE AND INDEMNIFICATION

- A. Each Party agrees to secure and maintain adequate insurance coverage including commercial general liability and professional liability insurance in coverage amounts no less than one (1) million dollars (\$1,000,000.00) per occurrence and three (3) million dollars (\$3,000,000.00) annual aggregate. Coverage shall be on an occurrence basis or, if claims-made, the coverage will provide an extended reporting period (“tail”) of unlimited duration. Either Party may self-insure provided such insurance is recorded on its financial statements and is based on sound actuarial practice to discharge each Party’s respective obligations under this Section V. INSTITUTION shall furnish a Certificate of Insurance, attached hereto and incorporated by reference as Attachment D, evidencing such insurance and shall list PCH as an additional insured. INSTITUTION agrees that PCH will receive no less than thirty (30) days written notice prior to the cancellation, modification or non-renewal of any commercial insurance coverage.
- B. Each Party to this Agreement shall indemnify, defend and hold harmless the other Party and its affiliated corporations and entities, and its directors, trustees, officers, agents and employees for such portion of any and all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys’ fees and experts’ fees and costs, arising, in whole or in part, out of the indemnifying Party’s negligent or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement. For avoidance of doubt, INSTITUTION shall be responsible for the negligent or willful acts or failure to act of faculty supervisor(s) and/or student(s) during the course of this clinical field work experience.
- C. Each Party, explicitly acknowledging that it is not the agent or employee of the other, shall be responsible for its own acts and omissions and the acts and omissions of its own employees and agents in carrying out this Agreement. No Party shall be liable for any judgment, settlement, award, fine or otherwise, of the other Party which arises out of the acts and omissions of any other Party, or any other Party’s employees and agents, under this Agreement. To the extent a Party utilizes its own equipment, products, or other personal property in the performance of its obligations under this Agreement, such Party shall assume full responsibility to ensure that such equipment, product, or other personal property is suitable and fit for the purpose intended by such Party, free from defects that may damage any other Party or persons, and otherwise operates in accordance with applicable government standards and safety regulations.
- D. Nothing in this Section is intended or shall be construed to preclude, restrict or otherwise adversely affect the right of the Parties to seek and obtain indemnification or contribution under applicable laws. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement.

VI. DEBARMENT OR DISQUALIFICATION.

INSTITUTION represents that it has not been placed on the sanctions list issued by the Office of Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. §1320a(7), has not been excluded from government contracts by the General Services Administration or has not been convicted of a crime relating to healthcare or a felony. INSTITUTION also represents that neither it nor its parent(s) or any of its affiliates, subsidiaries or employees providing services under this Agreement, has been excluded from participation in any federal health care programs (as that term is defined in 42 U.S.C. §1320a-7b(f)) and warrants that it shall immediately notify PCH if INSTITUTION, or any parent(s), affiliate, subsidiary or it becomes aware that any of its employees providing services under this Agreement becomes suspended, excluded or debarred from participation in Medicare or any other federal or state assisted programs or is subject to exclusion from participation in these programs. PCH may terminate this Agreement immediately if INSTITUTION is excluded, debarred, disqualified or banned from such programs.

VII. GENERAL

- A. *No Discrimination.* INSTITUTION and PCH agree to make no distinction among participant(s) covered by this Agreement on the basis of race, color, creed, age, national origin, sex, marital status, handicap or any other class protected by law.
- B. *Dismissal.* INSTITUTION and PCH agree that PCH shall have the right at any time to dismiss from the clinical field work experience any participant(s) of the INSTITUTION who in PCH's judgment is not performing satisfactorily or who refuses to follow the administrative and patient care policies, procedures, and rules and regulations. PCH shall immediately notify the INSTITUTION of any dismissal pursuant to this provision.
- C. *Patient Privacy Act and Security Rules.* The Parties confirm their intent to comply with the requirements under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and any and all rules and regulations promulgated thereunder (collectively "HIPAA") for protected health information ("PHI"). The Parties understand and acknowledge that the student(s) and faculty supervisor(s) engaging in the clinical educational experience under this Agreement are considered part of PCH's "workforce" as defined under the HIPAA and the use and handling of PHI in accordance with this Agreement is authorized under the Privacy Standards without additional agreements, consents or authorizations. However, if it is determined that this agreement creates a business associate arrangement among the Parties, the Parties agree to enter into a Business Associate Agreement reasonably acceptable to the Parties. INSTITUTION and its participants shall only use PHI in performance of their educational duties and subject to the terms of the Confidentiality Statement attached hereto. INSTITUTION and its participants may not use or further disclose the information in a manner that would violate the requirements of HIPAA.
- D. *Modification.* This Agreement may be modified only by a written amendment signed by both parties.

- E. *Governing Law.* This Agreement is made and entered into in the State of Arizona and shall be governed in all respects by the laws of Arizona.
- F. *Dispute Resolution.* The parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this Agreement, including the breach, termination or validity thereof, which remains unresolved 30 days after the appointment of a mediator, shall be finally resolved by arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect, by three independent and impartial arbitrators, of whom each Party shall designate one; provided, however, that if one Party fails to participate in the mediation as agreed herein, the other Party can commence arbitration prior to the expiration of the time period set forth above. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Phoenix, Arizona.
- G. *Notices.* All notices required hereunder shall be deemed to be given when sent by registered or certified mail, postage prepaid, return receipt requested, or by recognized overnight delivery as follows:

If to PCH: Robert L. Meyer  
President and Chief Executive Officer  
Phoenix Children's Hospital  
Administration  
1919 E. Thomas Road  
Phoenix, Arizona 85016

With a copy to: Carmen L. Neuberger  
Senior Vice President & General Counsel  
Phoenix Children's Hospital  
Administration  
1919 E. Thomas Road  
Phoenix, Arizona 85016

If to INSTITUTION: Angel Ramirez  
Fire Chief  
San Luis Fire Department  
1165 N. McCain Street  
P.O. Box 445  
San Luis, AZ 85349

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and empowered.

**PHOENIX CHILDREN’S HOSPITAL, INC. (“PCH”)**

\_\_\_\_\_  
Robert L. Meyer  
President & Chief Executive Officer

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

**CITY OF SAN LUIS**

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

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

**ATTEST as to Mayor Sanchez**

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

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

**Approved as to Form**

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

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

**ATTACHMENT A**  
**Disciplines, Programs and/or Practice Areas Covered By Affiliation Agreement**  
**(to be provided by Institution)**

**Emergency Medical Technician**



# City of San Luis Fire Department

1165 North McCain Avenue

P.O. Box 445

San Luis, AZ 85349- 0455

Phone: (928) 341-8550

Fax: (928) 627-1426

## MEMO

**RE: "Faculty" for the MOU with the Phoenix Children's Hospital – Attachment A**

**Date: August 5, 2019**

Through this memo, I designate both Chief Enrique Lopez and myself Angel Ramirez as the "faculty" for the City of San Luis Fire department under the MOU with Phoenix Children's Hospital. Phoenix Children's Hospital will provide the training, and we will be making sure that everything that is expected is being done by the organization. This is a great working relationship that will make our personnel more effective when dealing with pediatric patients in our community.

A handwritten signature in black ink, appearing to be "AR", written in a cursive style.

Angel Ramirez  
City of San Luis Fire Chief

**ATTACHMENT B**  
**[See Next Page]**



**Health and Safety Requirements for Learning Experience – School and Instructor Information**

*Complete this form and email or fax to student coordinator **10 days prior** to clinical. Attach clinical rotation schedule if applicable.*

School: \_\_\_\_\_

Type of Experience:     Paramedics             Respiratory  
                                    Nursing                     Radiology  
                                    Other

Instructor Name \_\_\_\_\_

Discipline (e.g., EMT) \_\_\_\_\_

Student level (e.g., B2, J2) \_\_\_\_\_

Dates of Experience: \_\_\_\_\_

Shift: \_\_\_\_\_

\*Documentation of immunity (Rubella, Rubeola, Mumps, Varicella) must be shown by either having positive titers or proof of vaccination with two MMR, two Varicella, or physician documentation of disease. If titers are negative and documentation is not submitted, the student must be vaccinated with two doses of MMR or Varicella, 28 days apart. This information must be available to PCH.

	Name: Instructor/ Student/Intern	Drug Screen	Hep B Vaccine	TB Skin Test	TB Questionnaire (If applicable)	MMR Vaccination Series	Rubella Titer*	Rubeola Titer*	Varicella Titer*	Mumps Titer*	Confidentiality Signed	HIPAA Signed	Safety Test	Background Check Completed
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														

**I verify that the above has been completed**

\_\_\_\_\_  
 Signature of Instructor or Individual

## ATTACHMENT C

### **Confidentiality, Computer Usage, and Accountability Agreement for Employees, Volunteers, or Students**

As an employee/volunteer/student with computer access at Phoenix Children's Hospital, you may have the ability to use what this Agreement refers to as Confidential Information. The purpose of this Agreement is to help you understand your duty regarding Confidential Information. Confidential Information includes patient/member information, employee/volunteer/student information, financial information, other information relating to Phoenix Children's Hospital and information proprietary to other companies or persons. You may learn of or have access to some or all of this Confidential Information through a computer system or through your employment activities. Confidential Information is valuable and sensitive and is protected by law and by strict Phoenix Children's Hospital policies. The intent of these laws and policies is to assure that Confidential Information will remain confidential, that is, it will be used only as necessary to accomplish the organization's mission and not shared inappropriately with others.

As an employee/volunteer/student, you are required to conduct yourself in strict conformance to applicable laws and Phoenix Children's Hospital policies governing Confidential Information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. The violations of any of these duties will subject you to discipline, which might include, but is not limited to, termination of employment and legal liability.

As an employee/volunteer/student, you understand that you will have access to Confidential Information that may include, but is not limited to, information relating to:

- Patients/members (such as records, conversations, admittance information, patient/member financial information, etc.)
- Employees/volunteers/students (such as salaries, employment records, disciplinary actions, etc.)
- Phoenix Children's Hospital information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.) and
- Third party information (such as computer programs, client and vendor proprietary information source code, proprietary technology, etc.)

The Confidential Information covered by this Agreement may include Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). To the extent that you are permitted access to Protected Health Information for purposes of aiding you in

treating your patients, you agree to abide by the confidentiality requirement of HIPAA, including the limitations on the use and further distribution or dissemination of such Protected Health Information and the requirement that you notify PCH of any unauthorized use of this information of which you may become aware.

Accordingly, as a condition of and in consideration of your access to Confidential Information, you promise that:

1. You will use Confidential Information only as needed to perform your legitimate duties as an employee/volunteer/student affiliated with Phoenix Children's Hospital. This means, among other things, that:
  - A. You will only access Confidential Information for which you have a need to know; and
  - B. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information except as properly authorized within the scope of your professional activities affiliated with Phoenix Children's Hospital; and
  - C. You will not misuse Confidential Information or carelessly care for Confidential Information.
2. You will safeguard and will not disclose your access code, user identification, password, or any other authorization you have that allows you to access Confidential Information to anyone including co-workers, family, office workers, and/or assistants, or allow anyone to access or alter information under your identity. You accept full responsibility for all activities undertaken using your access code, user identification, password, and any other authorization.
3. You will report activities by any individual or entity that you suspect may compromise the confidentiality of Confidential Information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
4. You understand that your obligations under this Agreement will continue after termination of your employment. You understand that your privileges hereunder are subject to periodic review, revisions and if appropriate, renewal.
5. You understand that you have no right or ownership interest in any Confidential Information referred to in this Agreement. Phoenix Children's Hospital may at any time revoke your access code, user identification, password, or access to Confidential Information. At all times during your employment, you will safeguard and retain the confidentiality of all Confidential Information.
6. You will be responsible for your misuse or wrongful disclosure of Confidential Information and for your failure to safeguard your access code or other authorization access to

Confidential Information. You understand that your failure to comply with this Agreement may also result in your loss of employment at Phoenix Children's Hospital.

By signing this, you agree that you have read, understand, and will comply with this Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**ATTACHMENT D**  
**Certificates of Insurance**  
**(to be provided by Institution)**



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.A.

**Meeting Date:** 08/14/2019

**Department Head:** Eulogio Vera, Director of Public Works, Public Works Department

**Submitted By:** Liliana Evangelista, Administrative Coordinator, Public Works Department

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the authorization to process remainder of payment to Yuma County Water Users' Association for the construction of three (3) outlet headwalls within the Main Drain Right-of-Ways. **(Eulogio Vera, Director of Public Works)**

#### SUMMARY:

Staff is requesting approval to process payment to Yuma County Water Users' Association for construction of three (3) stormwater outlet headwalls within the Main Drain Right-of-Ways. As part of the International Plaza I Improvements Project, two (2) storm drain outlet headwalls need to be upgraded to accept larger diameter discharge pipes. A third outlet headwall also needs to be installed on the International Plaza II side of the Main Drain extending the one built as part of the Lakin Drive Repaving Project. In the past projects, the city's contractors would have done this work, but Yuma County Water Users' Association now requires that they do the work themselves. Their scope would consist of building three (3) headwall for 24" diameter pipe with two (2) concrete piling each. One of the headwalls will also get 8' of 24" RGRCP pipe installed with it and one concrete tie-in collar. The total cost for the construction of these headwalls came to be \$21,295.14. Initial payment was for \$12,000.00 to purchase materials.

Staff recommends paying the remainder amount of \$9,295.14 to cover the completion of the project. Since the Yuma County Water Users' Association require that the work be done themselves, no written quotes are required under the City Code-Purchasing Section 36.02 since the Yuma County Water Users' Association are an exclusive service.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE CONTRACTING WITH THE YUMA COUNTY WATER USERS' ASSOCIATION TO CONSTRUCT THREE STORMWATER OUTLET HEADWALLS FOR AN ESTIMATED \$22,654.03 AND UP TO \$12,000.00 FOR MATERIALS.**

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>	HURF
<b>TOTAL:</b>	\$9,295.14
<b>BUDGETED AMOUNT:</b>	0
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 200-210-90010 \$1,023,600.00

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

Project of Upgrading three outlete headwalls for better drainage.

Account 200-210-90010 HURF Capital Outlay Improvement Roads / Balance \$1,023,600.00

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**Attachments**

YCWUA

Headwall Locations

YCWUA Final Invoice

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## YUMA COUNTY WATER USERS' ASSOCIATION

MAILING ADDRESS:  
POST OFFICE BOX 5775  
YUMA, ARIZONA 85366-5775  
OFFICE: (928) 627-8824

SHIPPING ADDRESS:  
3800 WEST COUNTY 15TH STREET  
SOMERTON, ARIZONA 85350  
FAX: (928) 627-3065

EMAIL ADDRESS:  
OFFICE@YCWUA.ORG

October 18, 2018

Eulogio Vera  
Director of Public Works  
P.O. Box 3750  
San Luis, AZ 85349

Re: USBR Main Drain, Discharge Project, International Plaza 1

Dear Eulogio,

Following up with YCWUA plan review and over the phone coordination, concerning the replacement of 2 existing storm drain discharge lines on the west side of the Main Drain at subject area and replacing the outlet headwall for 1 existing discharge on the east side of the Main Drain, the cost estimate and work description is summarized below.

The Yuma County Water Users' Association (Association) work for the USBR Main Drain, Discharge Project, International Plaza 1 includes mobilization, demolition/removal of existing structure and pipe, installation of approximately 52 L.F. of 24" HDPE pipe, and construction of 3 outlet structures. The work also includes some final field grading. The traffic control plan nor dewatering will not be part of the work to be completed by the Association. The City will provide/stake reference points and pot hole work as necessary.

The estimated total cost for the construction of subject project is \$42,718.68. Please refer to the following list for a work item breakdown:

<u>Description</u>	<u>Cost</u>
Mobilization	\$1,837.67
Demolition	\$3,394.75
Installation of ~52 L.F. of 24" HDPE	\$10,360.19
Materials	
- 100 L.F. of 24" HDPE	\$2,791.74
- 8 L.F. of 24" RGRCP	\$444.36
- 3 Outlet structures (includes 6 pilings)	\$18,837.00
- 1 Concrete Tie-In	\$1,207.50





**INTERNATIONAL  
PLAZA 1**

**MAIN  
DRAIN**

**INTERNATIONAL  
PLAZA 2**



**INVOICE/STATEMENT**

07/10/2019

**Yuma County Water Users' Association**

P.O. Box 5775  
 Yuma, AZ 85366-5775  
 928-627-8824 phone  
 928-627-3065 fax

BILL TO: **CITY OF SAN LUIS**  
**PUBLIC WORKS DEPT**  
**PO BOX 3750**  
**SAN LUIS, AZ 85349**

Attn: Eulogio Vera

<b>PURCHASES</b>				
REFERENCE	DATE	INVOICE NO.	DESCRIPTION	AMOUNT
YCWUA letter Dated 10/18/18	7/10/2019	R4040.0650.19b  acct 1127	USBR Main Drain Discharge Project, International Plaza 1  Final Costs for the Association's work for the demolition/removal of existing structures and pipe, installation of 24" RGRCP pipe and 3 outlet structures.  Total Costs: \$21,295.14 payment received 12/6/2018 \$12,000.00 Balance Due:	9,295.14
<i>Total purchases:</i>				<b>\$9,295.14</b>

<b>CREDITS</b>				
REFERENCE	DATE	CHECK NUMBER	DESCRIPTION	AMOUNT
			Please pay from this document.  payment received 12/6/2018 \$12,000.00	
<i>Total credits:</i>				<b>\$9,295.14</b>
<b>Please pay this amount:</b>				<b>\$9,295.14</b>

When sending payment, include the invoice number on the check. Thank you.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.B.

**Meeting Date:** 08/14/2019

**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office

**Submitted By:** Sonia Cornelio, City Clerk, City Clerk's Office

**Action Requested:** Motion

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#### ITEM:

Discussion on any and all matters regarding a guaranty letter for the refinancing process of Greater Yuma Port Authority. **(Monica Castro, Director of Finance)**

#### SUMMARY:

Greater Yuma Port Authority (GYPA) is an agency whose members are the City of San Luis, the City of Yuma, the County of Yuma and the Cocopah Indian Nation. It was created to develop industrial uses Port of Entry 2. It purchased land for Gary Magrino Industrial Park. The outstanding financial obligation on the land is approximately \$1.7 million, with about 129 acres remaining. GYPA recently sold ten (10) of the remaining acres in two (2) separate transactions, leaving 119 acres for future sale and development.

GYPA intends to allocate approximately \$300,000 from the sale of the two properties towards the outstanding financial obligation, leaving a principal amount of \$1.4 million. GYPA want to refinance on more favorable terms to pay down both principal and interest. Under the current financing, GYPA is making interest-only payments. The remaining land will be collateral for the loan. Much of the land is subdivided with infrastructure and utility services. The property should exceed the \$1.4 million debt, so the refinancing sought is 60% loan to value ration.

The lenders require the written commitments from each GYPA member government before final refinance. Yuma County and the City of Yuma have submitted theirs. Cocopah's is pending.

Approving this motion authorizes the attached Guarantor letter that each entity will act as Guarantor on a one fourth (1/4) share each.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE GUARANTOR LETTER AS PRESENTED.**

N/A

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	TBD
<b>CITY/STATE/FEDERAL FUNDS:</b>	TBD
<b>TOTAL:</b>	TBD
<b>BUDGETED AMOUNT:</b>	TBD
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	TBD

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

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

To Be Determined

---

**Attachments**

Guarantor Letter

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# City of San Luis

P.O. Box 1170  
1090 E. Union Street  
San Luis, AZ 85349-1170  
Phone (928) 341-8520 • Fax (928) 341-8539  
[www.cityofsanluis.org](http://www.cityofsanluis.org)

August 14, 2019

First Bank Yuma  
2799 South 4<sup>th</sup> Avenue  
Yuma, AZ 85364

Re: Greater Yuma Port Authority (GYPA) Land Refinance Loan - Commitment

Dear Ladies and Gentlemen:

This letter is being sent to you at the request of the financing agency conducting the full financial analysis, prior to the approval of the land refinancing loan for the Greater Yuma Port Authority. The City of San Luis supports the refinancing of said land loan.

The City of San Luis, Arizona commits to act as a guarantor, up to its corresponding pro-rata share basis, for the proposed land refinance loan. The City of San Luis has identified sources within its reserves and contingencies to meet the commitment if needed.

Sincerely,

Gerardo Sanchez  
Mayor  
San Luis Arizona



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.C.

**Meeting Date:** 08/14/2019

**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. 2087. A resolution of the Mayor and City Council of the City of San Luis, Arizona adopting written procedures for public participation to provide effective, early and continuous public participation in the development and adoption of the amendment to the 2020 City of San Luis General Plan. (City of San Luis, Arizona)  
**(Jose A. Guzman, Director of Planning and Zoning)**

#### SUMMARY:

The purpose of the Public Involvement Plan is to involve and capture all segments of the population in order to enable continuous communication with all stakeholders including residents, business and property owners, the General Plan Steering Committee, city staff, appointed and elected officials. The plan provides details on how the stakeholders will be engaged throughout the process.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2087.**

N/A

---

#### Fiscal Impact

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

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

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

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

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

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

N/A

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#### Attachments

Resolution 2087

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# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**NO. 2087**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA ADOPTING WRITTEN PROCEDURES FOR PUBLIC PARTICIPATION TO PROVIDE EFFECTIVE, EARLY AND CONTINUOUS PUBLIC PARTICIPATION IN THE DEVELOPMENT AND ADOPTION OF THE AMENDMENT TO THE 2020 CITY OF SAN LUIS GENERAL PLAN. (CITY OF SAN LUIS, ARIZONA)**

**WHEREAS**, on July 13<sup>th</sup>, 2011, the City Council adopted the City of San Luis General Plan ("General Plan") as set forth in Resolution No. 944; and

**WHEREAS**, the General Plan was approved by the qualified voters of the City of San Luis on March 13, 2012; and

**WHEREAS**, since the adoption of the 2020 General Plan there has been major growth and development within the City and the region, and significant changes to the City's demographic profile; and

**WHEREAS**, the City of San Luis has begun the process of updating the City's General Plan pursuant to A.R.S. §9-461.05 through §9-461.06; and

**WHEREAS**, amending the General Plan to reflect the changes in the City is in the best interests of the City and provides a unique opportunity to engage the City's residents and stakeholders in a dialogue to establish a future vision, priorities, and further define and guide the development of their community; and

**WHEREAS**, A.R.S. §9-461.06(C) requires that the City Council adopt written procedures designed to provide effective, early and continuous public participation during the General Plan update process from all geographic, ethnic and economic areas of the City; and

**WHEREAS**, as part of the public participation process the City will also use public input gathered during the 2040 visioning process, which included many of the same elements as the General Plan update; and

**WHEREAS**, the 2040 visioning process included eight (8) public forums, a twelve (12) member steering committee made up of citizens and stakeholders, four (4) public

meetings and opportunities for citizens to be heard and their comments be integrated into the 2040 Vision; and

**WHEREAS**, the City Council believes adopting written procedures to support effective, early, and continuous public participation in amending the General Plan is in the best interest of the City of San Luis.

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

**Section 1.** *The Procedures for Public Participation for an Update of the City of San Luis General Plan*, as set forth in Exhibit 1, attached hereto and incorporated herein by reference, are hereby adopted to provide effective, early and continuous public participation in the update of the City of San Luis General Plan.

**Section 2.** The City of San Luis, acting by and through its officers, employees, and contractors, is directed to take such steps as are required by the *Procedures for Public Participation for an Update of the City of San Luis General Plan* and such other steps as may be necessary to assure continuous public participation in the General Plan amendment process.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this \_\_\_\_\_ day of July 2019.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**CITY OF SAN LUIS**  
2040 GENERAL PLAN

# **PUBLIC PARTICIPATION PLAN**

**June 2019**

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## 1. Introduction

The San Luis General Plan is a guide for growth and development in the City over the next 10 to 20 years. Matrix Design Group (Matrix) is the consultant selected by the City to lead the General Plan Update process. Matrix and their partner consultants, along with the City Planning Staff is referred as the “Matrix Team”.

One of the most important aspects of a General Plan is community engagement. Through a coordinated public outreach effort, community engagement will help create a community-based plan that builds consensus and obtains buy-in and support for implementation efforts. The outreach effort will be guided by this Public Participation Plan, which details the Matrix Team’s approach in engaging the public throughout the General Plan Update process.

Arizona Revised Statutes (ARS) Title 9, Chapter 4, Article 6 require every city and county in Arizona to prepare and maintain a general plan, and update it at least every 10 years. As part of this statute, ARS §9-461.06(C) requires municipalities to adopt written procedures for “effective, early and continuous public participation” throughout the development of general plans that encompass all residents, including:

- Presenting proposals and alternatives;
- Providing opportunities for and considering comments;
- Holding public hearings;
- Fostering open discussions and communication.

## 2. Purpose

The purpose of the Public Participation Plan is to involve all members of the community to enable continuous and constructive communication with the Matrix Team throughout the update process. This plan will help create a community-based General Plan that builds consensus, obtains buy-in, and supports future implementation efforts. Accordingly, participation and input from the community is vital to the General Plan’s success.

Key components of the Public Participation Plan will include the following items:



#### Public Outreach Components

- General Plan Committee
- Flyers
- Project Branding
- Stakeholder Interviews
- Kickoff Meeting
- Development Partnering Focus Group Meetings
- Workshops
- Media Relations
- Informational Brochures
- Project Website
- E-Updates (eBlasts)
- Social Media
- Public Hearings

### 3. Outreach Goal

The goal of the outreach process will be to generate active supporters. To accomplish this, the Matrix Team will develop a thorough understanding of the City's existing conditions through researching and documenting demographics, current and past plans, as well as developing a comprehensive geographic information system (GIS) database. This baseline knowledge will be used to help educate the Committee and all participants.

### 4. General Plan Steering Committee

The General Plan Update will be guided by an General Plan Steering Committee, comprised of members of the community. The Steering Committee will assist the Matrix Team in the planning process, and provide technical review of draft documents.

General Plan Steering Committee Meetings will be held approximately every other month, depending on topics appropriate to discuss. Up to five (5) meetings will be held and meeting dates may be changed or combined as needed. Meeting summary minutes will be produced for all meetings and will be made available to the public as requested by the City. Each meeting will be scheduled for a duration of one to two (1-2) hours. Matrix will work with City Staff to schedule Steering Committee Meetings.

#### General Plan Steering Committee Members

- Committee members are to be determined by City staff.



## 5. Project Branding

A uniquely tailored project brand has been created to increase awareness and recognition of the General Plan update. The project logo incorporates vibrant colors and icons representative of the local community.

This logo will serve as the project identity and will be incorporated into all materials such as, but not limited to, the project website, meeting sign-in sheets, comment cards, presentation materials, informational brochures, project reports, etc.

## 6. Stakeholder Interviews

Matrix will conduct individual, face-to-face interviews with City Departments, key businesses, and community leaders to gain a clear understanding of the issues and expectations for the General Plan update. Interviews will be conducted at City Hall with individuals identified by City staff.

## 7. Kick-Off Meeting

The City staff will coordinate a Kick-off Meeting with executive staff, department heads, and other key members identified by the City, to be facilitated by the Matrix Team. . This meeting will introduce the General Plan Update to the directors to keep them informed and obtain any initial questions and comments they may have as subject matter experts in the City of San Luis.

The meeting will consist of two parts. During the first part, the Matrix Team will present an overview of the General Plan and describe their expected role of the department directors.

The second part of the meeting will consist of questions to engage the Directors. This will help gather input on challenges and opportunities facing the community and give the Matrix Team a solid starting point for the project.

## 8. Workshops and Open House Events

Up to Four (4) Community Workshops will be held during the General Plan Update. Each of the four workshops will be held in central locations in order to promote better participation and to more effectively engage areas within the City that may have specific interests and or concerns. Locations, dates and times will be as agreed by the City and Matrix.

**Community Workshop #1.** The Matrix Team will facilitate a community workshop series to educate attendees about what a general plan is and what it is not as well as go over existing conditions and



gather input on challenges and opportunities facing the community. This workshop will be programmed to last up to two (2) hours.

The workshop will consist of two parts. During the first part, Matrix will present the City's past and current planning efforts and an overview of current and emerging planning trends.

During the second part of the workshop, the Matrix Team will lead an interactive exercise to engage community members in a discussion about issues and opportunities facing San Luis's residents, businesses, and others. The discussion will focus on what the community feels are its strengths, weaknesses, opportunities, and threats.

The workshop will also be an opportunity to discuss and identify San Luis's community values which will help inform the development of the vision statement for the community.

***Community Workshop #2.*** The Matrix Team will facilitate a community workshop series on Alternative Scenarios. This workshop will be programmed to last up to two (2) hours.

The workshop will consist of three parts. During the first part the Matrix Team will present the key findings identified in the Issues and Opportunities Summary. This will establish a factual base of information that workshop participants can use to develop a preferred alternative during the second part of the workshop.

During the second part of the workshop, the Matrix Team will lead an exercise with workshop participants who will be split into smaller groups. The objective of each smaller group will be to develop and map a preferred alternative and to develop ideas for preferred policies that will guide the community. Each group will be assigned a member of the Matrix Team who will facilitate progress of each group and will assist with mapping and writing of policy statements.

During the third part of the workshop, all participants will reconvene and a brief presentation of the alternatives and policy concepts from each small group will be made by the group facilitators. Subsequently, the Matrix Team will identify, map and publicly record commonalities between the smaller group alternatives in order to advance toward a preferred alternative that will provide the basis of the General Plan update.

***Community Workshop #3.*** The Matrix Team will facilitate a community workshop to review draft land use alternatives and General Plan policy framework. This workshop will be programmed to last for up to two (2) hours.

***Community Workshop #4.*** The Matrix Team will facilitate a Draft Plan Presentation at a Planning and Zoning Commission meeting to review draft land use plans and the General Plan policy framework. This workshop will be programmed to last for up to two (2) hours.

## 9. Media Relations

Press (media) releases will be provided to enable timely and accurate dissemination of General Plan-related information by City staff to the general public. This will increase general public awareness of the project, as well as help with attendance and participation in the collaborative process. Matrix will work with City staff to determine the appropriate methods for incorporating the media early in the process to promote a forthcoming and positive planning process that includes all focus groups and interested parties.

## 10. Informational Brochures

Matrix will prepare two informational brochures with relevant information regarding the General Plan update which will be distributed at all General Plan workshops and open houses, and will be available through the City's project website. The intent of each brochure is to provide decision-makers, the public, and landowners a solid understanding of the update process at critical stages of the update.

### Informational Brochure #1 (Overview)

The first brochure will describe the purpose, goals, and objectives of the General Plan update, project contacts, and methods by which the public can provide input into the update process. The brochure will also provide an overview of the standard General Plan elements and any new elements that will be included in the update process.

### Informational Brochure #2 (Visioning and Alternative Planning Results Brochure)

The second brochure will describe the results of the visioning and scenario planning process. It will also provide an overview of the standard General Plan elements and any new elements that will be included in the update process.

## 11. Project Website

Matrix will create and maintain an interactive website dedicated to the General Plan as an extension of the City's webpage. This Project Website will be a primary source of information to keep up-to-date on upcoming events, download documents and presentations, and provide the public with a way to leave comments and suggestions related to the project.

## 12. E-Updates (eBlasts)

During the General Plan update, Matrix will collect the names and e-mail addresses of interested individuals and groups and provide to the City's marketing staff. The City will be responsible for maintaining this list and the distribution of all eBlasts. The e-mail list will be started by incorporating or using existing e-mail lists, such as those maintained by City Council members, Planning and Zoning



Commission members, or other interest groups engaged in the update process. Additionally, Matrix will add e-mail addresses for individuals that sign-up on the project website and at public workshops and events.

## 13. Social Media

Matrix will provide materials and draft messages, as appropriate, to the City to update the community on the General Plan update process via the City's social media accounts. The public will be encouraged to comment on topics that are important to them. Social media channels that may be utilized include Facebook, Twitter, and Nextdoor.

## 14. Online Surveys

The Matrix Team will make available online surveys that will cover a broad range of topics as a means to supplement the traditional outreach methods and provide an opportunity for those who could not attend the Community Workshops.

Online surveys will be accessible through the Project Website. Notices of online surveys will be sent out through an eBlast to those who have signed-up for the e-mail list either online, or at the Community Workshops.

## 15. Public Hearings

These meetings are typically held by a City body such as the City Council, Planning Commission, or the General Plan Steering Committee.

### Public Hearing #1, Planning and Zoning Commission, and #2, City Council Hearing

After the 60-day public review period, the City will conduct one (1) public hearing with the planning and zoning commission to review and recommend the proposed final General Plan Update to the City Council. The City will also conduct one (1) public hearing with the City Council for final review and approval.

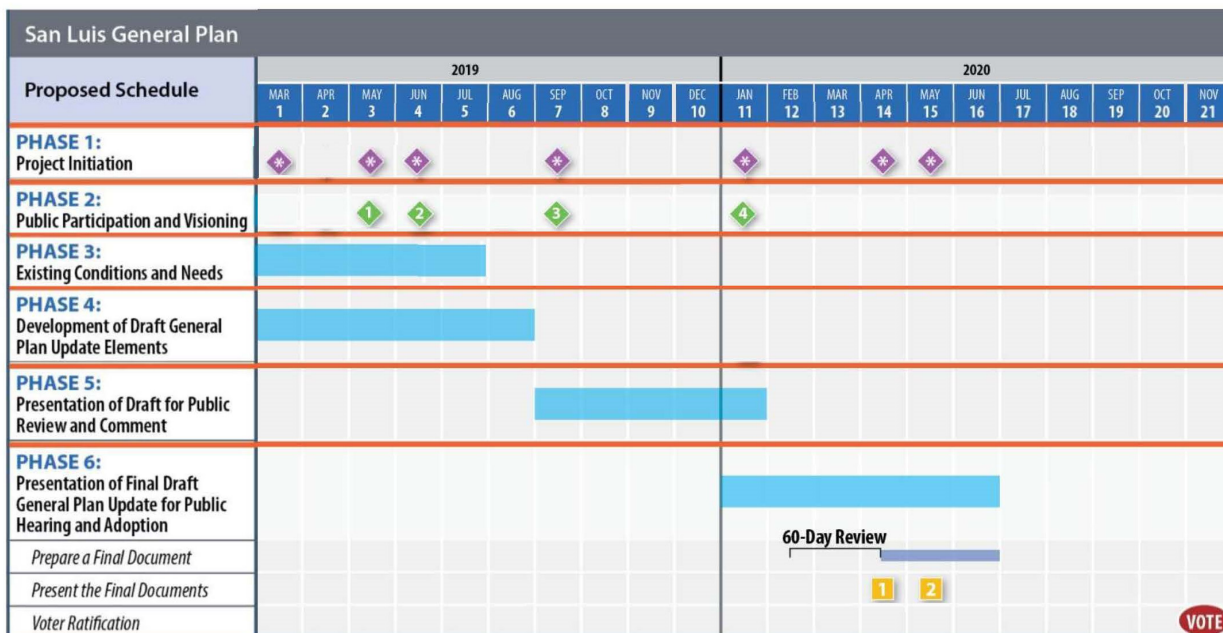
## 16. General Plan Update Phases

The process for updating the General Plan will be conducted in six phases, and will take approximately 18 months to complete. Phase 1 is designed to establish a firm foundation to develop this planning effort, which will make up Phase 1 of the Scope of Work. Phase 2, Public Input, is intended to span the entire length of the project, ending with the final adoption of the General Plan by the city council.

One of the main challenges of creating a long-range planning document for San Luis is the diverse character of the City. One effective and long-term approach in addressing this issue is to establish distinct area boundaries where common characteristics exist in Phase 3 as visioning and alternative planning. As a result of the extensive work from the technical studies, visioning and alternatives planning in Phase 3, Matrix will prepare draft General Plan Update elements. Phase 4 is primarily intended for Matrix to work with City staff and the General Plan Steering Committee to ensure all relevant information has been considered and incorporated into the development of the draft General Plan Update.

Phase 5 is intended as a report back to the community and all stakeholders on the results of their input. This is done with the release of the draft General Plan Update to the public. This phase is expected to be a general review by the community of how their input was used to generate the General Plan Update. Phase 6 will be the final phase of the General Plan Update project. This phase includes the distribution of the state mandated 60-day review copy, the commission and council required public hearings, and distribution of the final adopted General Plan Update.

The schedule that follows shows the current project schedule, highlighting the general timing of the public engagement events and project documents.



- Public Meetings:**
- 1 Workshop #1
  - 2 Workshop #2
  - 3 Workshop #3
  - 4 P&Z Draft Plan Presentation (Workshop #4)
  - \* Staff and Steering Committee Meetings
  - 1 P&Z Hearing
  - 2 Council Hearing

# PUBLIC PARTICIPATION PLAN

**FOR ADDITIONAL  
INFORMATION  
CONTACT:**



**Jose A. Guzman,**  
Project Manager  
City of San Luis

928.341.8563

[jaguzman@cityofsanluis.org](mailto:jaguzman@cityofsanluis.org)

[www.sanluisaz.gov](http://www.sanluisaz.gov)



**Martin Scribner, AICP, CFM**  
Project Manager  
Matrix Design Group

2020 N. Central Avenue, Suite 1140  
Phoenix, AZ 85004

602.288.8344

[martin\\_scribner@matrixdesigngroup.com](mailto:martin_scribner@matrixdesigngroup.com)



**CITY OF SAN LUIS**  
2040 GENERAL PLAN



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.D.

**Meeting Date:** 08/14/2019

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

**Submitted By:** Roman Pacheco, Planning Technician, Planning & Zoning Department

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding a Memorandum of Understanding between the City of San Luis and Greater Yuma Port Authority for the proposed Lot Tie Case No. 2019-0336. **(Joaquin Campa, Building Official)**

### SUMMARY:

A Memorandum of Understanding between the City of San Luis, Arizona and Greater Yuma Port Authority (GYPA), pertaining to Lot Tie Case No. 2019-0336.

A Request by Core Engineering Group, PLLC, on behalf of Greater Yuma Port Authority, owner, for the review and approval of Magrino lot tie located on 5248 East Vaughan Street. Assessor's Parcel Number 227-23-021 and portion of 227-23-033, creating a larger parcel from which it will have expanded operations. The property is currently zoned Light Industrial (L-I) Zoning District.

The purpose of the lot split is to create a larger lot and have a logistics warehouse. Section 7.1 of the Subdivision Regulations of the city provide in part that lot splits may be approved if the division of land is into three (3) or fewer parcels and does not involve right-of-way dedication, utility extension, or other off-site public improvements. The proposed lot split involves future right-of-way dedication, utility extension and off-site improvements, therefore is not allowed to be processed as a lot split under the Subdivision Regulations. The purpose of the Memorandum of Understanding is to make appropriate provision for future right-of-way dedications, utility extensions, and off-site public improvements such that the application for Lot Split Case No. 2019-0336 can be approved.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE MOU WITH GYPA AS PRESENTED.**

N/A

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### Fiscal Impact

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

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

N/A

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**Attachments**

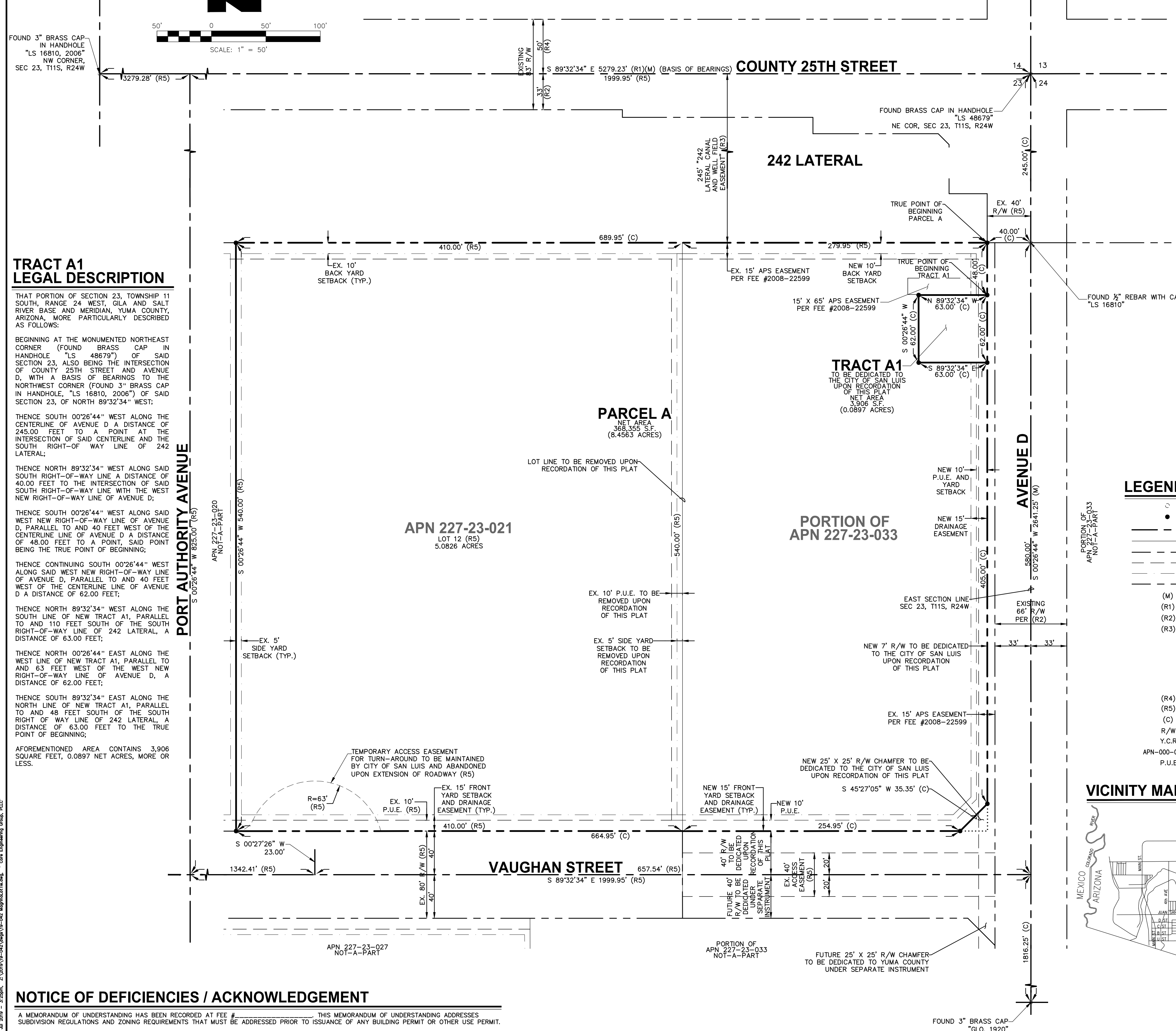
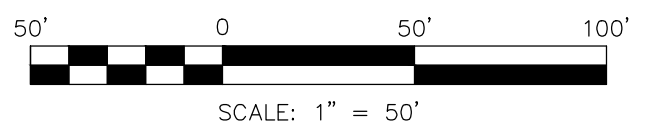
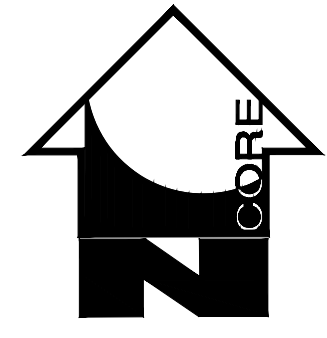
Lot Tie Plat

Memorandum of Understanding

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# GYPA MAGRINO LOT SPLIT / TIE

A LOT TIE OF LOT 12 AND ADJACENT LAND TO THE EAST OF THE FINAL PLAT OF MAGRINO INDUSTRIAL PARK UNIT NO. 2 AS RECORDED IN BOOK 27 OF PLATS PAGES 82-84 LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN; YUMA COUNTY, ARIZONA  
CREATING PARCEL A



## TRACT A1 LEGAL DESCRIPTION

THAT PORTION OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENTED NORTHEAST CORNER (FOUND BRASS CAP IN HANDHOLE "LS 48679") OF SAID SECTION 23, ALSO BEING THE INTERSECTION OF COUNTY 25TH STREET AND AVENUE D, WITH A BASIS OF BEARINGS TO THE NORTHWEST CORNER (FOUND 3" BRASS CAP IN HANDHOLE, "LS 16810, 2006") OF SAID SECTION 23, OF NORTH 89°32'34" WEST;

THENCE SOUTH 00°26'44" WEST ALONG THE CENTERLINE OF AVENUE D, A DISTANCE OF 245.00 FEET TO A POINT AT THE INTERSECTION OF SAID CENTERLINE AND THE SOUTH RIGHT-OF-WAY LINE OF 242 LATERAL;

THENCE NORTH 89°32'34" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE WEST NEW RIGHT-OF-WAY LINE OF AVENUE D;

THENCE SOUTH 00°26'44" WEST ALONG SAID WEST NEW RIGHT-OF-WAY LINE OF AVENUE D, PARALLEL TO AND 40 FEET WEST OF THE CENTERLINE OF AVENUE D, A DISTANCE OF 48.00 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°26'44" WEST ALONG SAID WEST NEW RIGHT-OF-WAY LINE OF AVENUE D, PARALLEL TO AND 40 FEET WEST OF THE CENTERLINE OF AVENUE D, A DISTANCE OF 62.00 FEET;

THENCE NORTH 89°32'34" WEST ALONG THE SOUTH LINE OF NEW TRACT A1, PARALLEL TO AND 110 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF 242 LATERAL, A DISTANCE OF 63.00 FEET;

THENCE NORTH 00°26'44" EAST ALONG THE WEST LINE OF NEW TRACT A1, PARALLEL TO AND 63 FEET WEST OF THE WEST NEW RIGHT-OF-WAY LINE OF AVENUE D, A DISTANCE OF 62.00 FEET;

THENCE SOUTH 89°32'34" EAST ALONG THE NORTH LINE OF NEW TRACT A1, PARALLEL TO AND 48 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF 242 LATERAL, A DISTANCE OF 63.00 FEET TO THE TRUE POINT OF BEGINNING;

AFOREMENTIONED AREA CONTAINS 3,906 SQUARE FEET, 0.0897 NET ACRES, MORE OR LESS.

## PARCEL A LEGAL DESCRIPTION

THAT PORTION OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENTED NORTHEAST CORNER (FOUND BRASS CAP IN HANDHOLE "LS 48679") OF SAID SECTION 23, ALSO BEING THE INTERSECTION OF COUNTY 25TH STREET AND AVENUE D, WITH A BASIS OF BEARINGS TO THE NORTHWEST CORNER (FOUND 3" BRASS CAP IN HANDHOLE, "LS 16810, 2006") OF SAID SECTION 23, OF NORTH 89°32'34" WEST;

THENCE SOUTH 00°26'44" WEST ALONG THE CENTERLINE OF AVENUE D, A DISTANCE OF 245.00 FEET TO A POINT AT THE INTERSECTION OF SAID CENTERLINE AND THE SOUTH RIGHT-OF-WAY LINE OF 242 LATERAL;

THENCE NORTH 89°32'34" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE WITH THE WEST NEW RIGHT-OF-WAY LINE OF AVENUE D; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°26'44" WEST ALONG SAID WEST NEW RIGHT-OF-WAY LINE, PARALLEL TO AND 40 FEET WEST OF THE CENTERLINE OF AVENUE D, A DISTANCE OF 48.00 FEET;

THENCE NORTH 89°32'34" WEST ALONG THE NORTH LINE OF NEW TRACT A1, PARALLEL TO AND 48 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF 242 LATERAL, A DISTANCE OF 63.00 FEET;

THENCE SOUTH 00°26'44" WEST ALONG THE WEST LINE OF NEW TRACT A1, PARALLEL TO AND 63 FEET WEST OF THE WEST NEW RIGHT-OF-WAY LINE OF AVENUE D, A DISTANCE OF 62.00 FEET;

THENCE SOUTH 89°32'34" EAST ALONG THE SOUTH LINE OF NEW TRACT A1, PARALLEL TO AND 110 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF 242 LATERAL, A DISTANCE OF 63.00 FEET;

THENCE SOUTH 00°26'44" WEST ALONG THE WEST NEW RIGHT-OF-WAY LINE OF AVENUE D, PARALLEL TO AND 40 FEET WEST OF THE CENTERLINE OF AVENUE D, A DISTANCE OF 405.00 FEET;

THENCE SOUTH 45°27'05" WEST A DISTANCE OF 35.35 FEET TO A POINT ON THE NORTH NEW RIGHT-OF-WAY LINE OF VAUGHAN STREET;

THENCE NORTH 89°32'34" WEST ALONG THE NORTH NEW RIGHT-OF-WAY LINE OF VAUGHAN STREET, PARALLEL TO AND 40 FEET NORTH OF THE CENTERLINE OF VAUGHAN STREET, A DISTANCE OF 664.95 FEET TO THE WEST PROPERTY LINE OF LOT 12 OF THE FINAL PLAT OF MAGRINO INDUSTRIAL PARK UNIT NO. 2 AS RECORDED IN BOOK 27 OF PLATS, PAGES 82-84, YUMA COUNTY RECORDER;

THENCE NORTH 00°26'44" EAST ALONG SAID WEST PROPERTY LINE OF LOT 12 A DISTANCE OF 540.00 FEET RETURNING TO THE SOUTH RIGHT-OF-WAY LINE OF 242 LATERAL;

THENCE SOUTH 89°32'34" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 689.95 FEET TO THE TRUE POINT OF BEGINNING;

AFOREMENTIONED AREA CONTAINS 368,355 SQUARE FEET, 8.4563 NET ACRES, MORE OR LESS.

## OWNER OF RECORD: APN 227-23-021

SAN LUIS TRADING & LOGISTICS, LLC  
COUNTY OF YUMA } SS  
MAIL: P.O. BOX 3660  
SAN LUIS, AZ 85349  
SITE: 5248 E. VAUGHAN STREET  
SAN LUIS, AZ 85349

## ACKNOWLEDGEMENT

MARIO J. JAUREGUI, MEMBER  
STATE OF ARIZONA } SS  
COUNTY OF YUMA } SS  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MARIO J. JAUREGUI, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF SAN LUIS TRADING & LOGISTICS, LLC, AND THAT HE, AS SUCH MEMBER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DICTATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING IN THE NAME OF SAID COMPANY BY HIMSELF AS SUCH MEMBER. IN WITNESS WHEREOF I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY SIGNATURE

MY COMMISSION EXPIRES

## OWNER OF RECORD: APN 227-23-033

GREATER YUMA PORT AUTHORITY  
FRANK RASCON, CHAIRMAN  
MAIL: P.O. BOX 4601  
YUMA, AZ 85366

## ACKNOWLEDGEMENT

MATIAS ROSALES, CHAIRMAN  
STATE OF ARIZONA } SS  
COUNTY OF YUMA } SS  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MATIAS ROSALES, WHO ACKNOWLEDGED HIMSELF TO BE THE CHAIRMAN FOR GREATER YUMA PORT AUTHORITY, AND THAT HE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DICTATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HIMSELF AS SUCH OFFICER. IN WITNESS WHEREOF I HERETO SET MY HAND AND OFFICIAL SEAL.

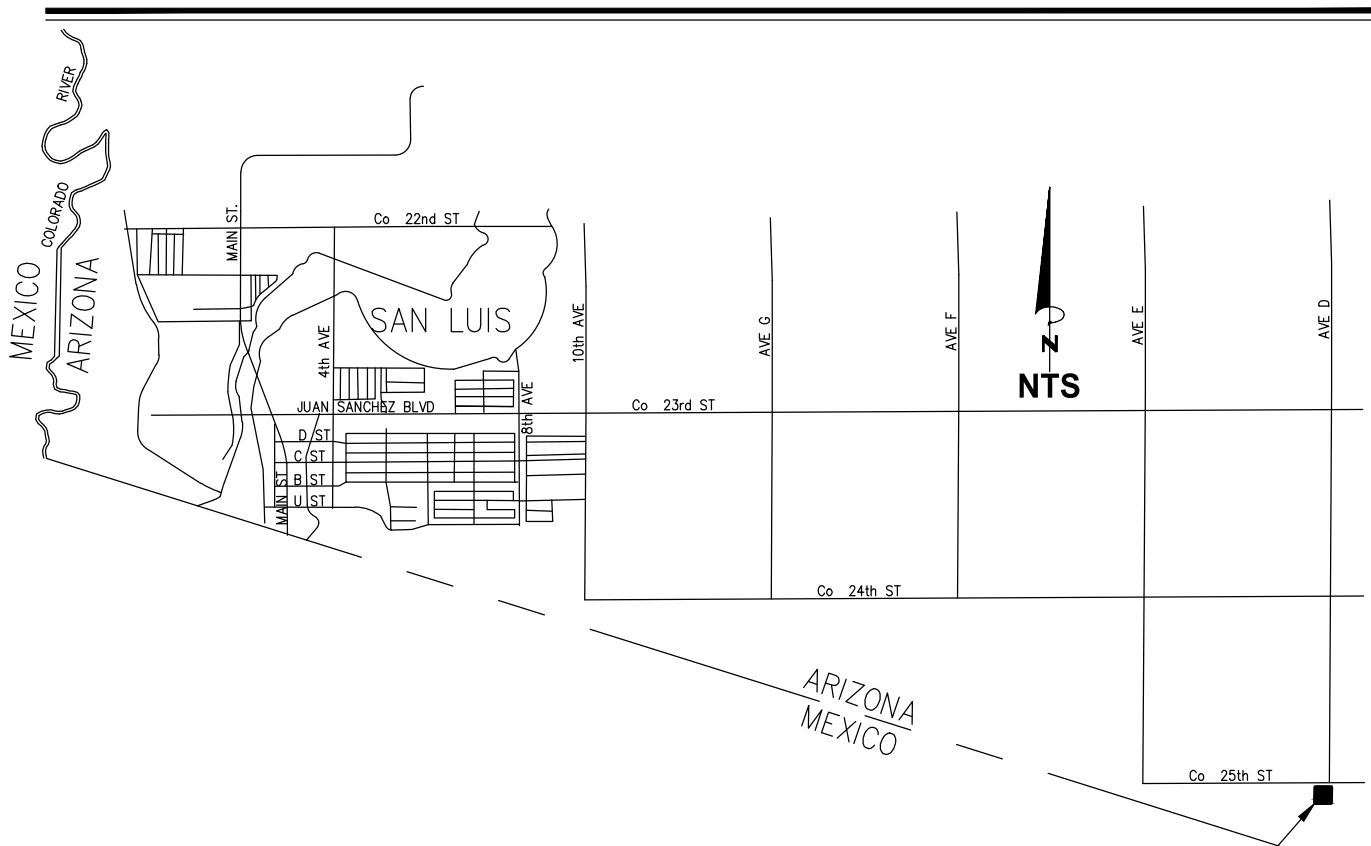
NOTARY SIGNATURE

MY COMMISSION EXPIRES

## LEGEND

- FOUND SURVEY MONUMENT AS NOTED
- SET 1/2" REBAR WITH CAP "LS 39005"
- CENTER / SECTIONAL LINE
- - - EXISTING LOT LINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - EXISTING EASEMENT
- - - EXISTING BUILDING SETBACK LINE
- - - FUTURE RIGHT-OF-WAY LINE
- (M) MEASURED DATA
- (R1) RECORDED DATA PER BOOK 23 OF PLATS PAGES 57&58, Y.C.R.
- (R2) RECORDED DATA PER COUNTY ROAD MAP #3856
- (R3) RECORDED DATA PER CANAL RESERVATION RIGHT-OF-WAY PER SAME CHARACTER AND SCOPE AS ACT OF AUGUST 30, 1890 (26 STAT. 391, 43 U.S.C. 945) AS FORMALIZED PER MINUTE NO. 242 "PERMANENT AND DEFINITIVE SOLUTION TO INTERNATIONAL PROBLEM OF THE SALINITY OF THE COLORADO RIVER" DATED 8/30/1973.
- (R4) RECORDED DATA PER FEE #2012-29215
- (R5) RECORDED DATA PER BOOK 27 OF PLATS PAGES 82-84, Y.C.R.
- (C) CALCULATED DATA
- R/W RIGHT-OF-WAY
- Y.C.R. YUMA COUNTY RECORDS
- APN-000-00-000 ASSESSORS PARCEL NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT

## VICINITY MAP



## NOTICE OF DEFICIENCIES / ACKNOWLEDGEMENT

A MEMORANDUM OF UNDERSTANDING HAS BEEN RECORDED AT FEE # \_\_\_\_\_ THIS MEMORANDUM OF UNDERSTANDING ADDRESSES SUBDIVISION REGULATIONS AND ZONING REQUIREMENTS THAT MUST BE ADDRESSED PRIOR TO ISSUANCE OF ANY BUILDING PERMIT OR OTHER USE PERMIT.

## BASIS OF BEARING

THE SOUTH LINE OF SECTION 14, ALSO BEING THE NORTH LINE OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, AS RECORDED IN FEE #2007-18783, BOOK 23 OF PLATS, PAGES 57&58, YUMA COUNTY RECORDER'S OFFICE.

NAMELY: S 89°32'34" E

## CITY OF SAN LUIS ZONING

APN 227-23-021  
CURRENT ZONING: L-1: LIGHT INDUSTRIAL  
APN 227-23-033  
CURRENT ZONING: L-1: LIGHT INDUSTRIAL

## FLOOD ZONE

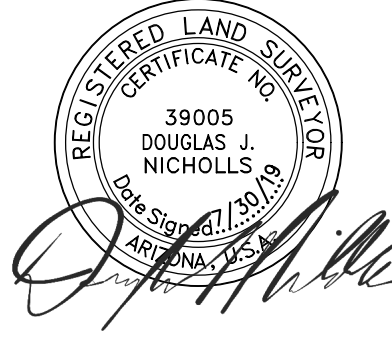
THE SUBJECT PROPERTY LIES WITHIN ZONE "X": "AREAS OF MINIMAL FLOOD HAZARD, WHICH ARE THE AREAS OUTSIDE THE SPECIAL FLOOD HAZARD AREA AND HIGHER THAN THE ELEVATION OF THE 0.2-PERCENT-ANNUAL-CHANCE FLOOD" PER FLOOD INSURANCE RATE MAP PANEL 0402C2160E, EFFECTIVE 8/27/2008.

## APPROVED

DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_  
DIRECTOR OF PLANNING AND ZONING \_\_\_\_\_ DATE \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LOT TIE AS SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING JULY 2019 AND THAT ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE YUMA COUNTY HAVE BEEN MET.



PREPARED BY

**CORE ENGINEERING GROUP, PLLC**  
200 East 16th Street, Suite 150  
Yuma, AZ 85364  
V - 928.344.5931 F - 928.344.5932  
www.CoreEngineeringGroup.com  
Core@core-e-g.com  
Core Project No. #19-042

When recorded mail to:

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

### MEMORANDUM OF UNDERSTANDING

Comes now the City of San Luis, Arizona, a municipal corporation and political subdivision of the State of Arizona ("City") and Greater Yuma Port Authority, ("Owner") and hereby make this agreement on the 30<sup>th</sup> day of July, 2019 to an understanding regarding the proposed lot split/tie for Magrino Lot Split/Tie ("City Lot Tie Case Number 2019-0336") located on 5248 East Vaughan Street, in San Luis, Arizona.

**WHEREAS**, Owner is the owner of real property, Assessor's Parcel Number 227-23-021 and portion of 227-23-033, and desires to tie said parcel into parcel pursuant to City Lot Tie Case Number 2019-0336.

**WHEREAS**, a true and correct legal description of the property being tied, and to which this instrument applies, is marked "Exhibit A" attached hereto, and by this reference is incorporated herein as though fully set forth again in full.

**WHEREAS**, Section 7.1 of the Subdivision Regulations of the City provide in part that lot ties may be approved if the division of land is into three or fewer parcels and does not involve right-of-way dedication, utility extension, or other off-site public improvement.

**WHEREAS**, the Subdivision Regulations of the City do not allow for a lot split process under the particular circumstances of City Lot Tie Case Number 2019-0336.

**WHEREAS**, the purpose of this Memorandum of Understanding is to make appropriate provision for right-of-way dedications, utility extensions, and off-site public improvements such that the application for City Lot Tie Case Number 2019-0336 can be approved.

**NOW, THEREFORE**, intending to be legally bound hereby, the City and Owner agrees as follows:

1. At present time Owner shall dedicate appropriate right-of-way to the City along East Vaughan Street alignments in accordance with the standards for right-of-way as provided by the City General Plan. Dedication of said right-of-way shall be by virtue of deed and said deed(s) shall be recorded before with any recordation of plat of lot tie.
2. At such time that any lot created by City Lot Tie Case Number 2019-0336 is developed, utility extensions and off-site public improvements will be made along the entirety of the lot to the satisfaction of the Public Works Director of the City and shall conform to the Public Works

MEMORANDUM OF UNDERSTANDING

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July 30, 2019

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Standards of the City. Development of such utility extensions and off-site public improvements shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot.

3. At such time that any lot created by City Lot Tie Case Number 2019-0336 is developed the Public Works Director determines, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, development of such street lighting and the formation of a street lighting improvement district to maintain and pay for said lighting shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.
4. 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 this memorandum of understanding.
5. Any successor in interest to Owner shall be bound by the terms and conditions hereof.
6. Subject to the provisions hereof, upon compliance with the other terms and conditions of Section 7.1 of the Subdivisions Regulations and other appropriate ordinances and regulations of the City, City shall approve City Lot Tie Case Number 2019-0336.
7. 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. This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.
9. 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 successor in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.
10. 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.
11. 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. This agreement is subject to the provisions of A.R.S. §38-511.

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- 12. 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.
- 13. 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 attorney's fees and court costs.
- 14. 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.
- 15. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.
- 16. 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.
- 17. Owner hereby certifies that it is not boycotting Israel.

**IN WITNESS WHEREOF**, the parties have executed this agreement through their authorized representatives as of this 30<sup>th</sup> day of July, 2019.

City of San Luis, Arizona

Greater Yuma Port Authority

By: \_\_\_\_\_

By:  \_\_\_\_\_

**State of Arizona )**

**)ss.**

**County of Yuma )**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Tadeo A. De La Hoya, City Manager of the City of San Luis, a municipal corporation of the State of Arizona, on behalf of the City.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

RE: Lot Tie Case No. 2019-0336/Greater Yuma Port Authority

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State of Arizona )

)ss.

County of Yuma )

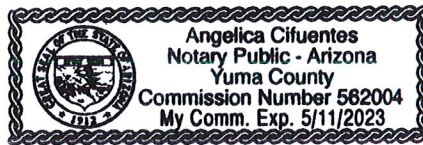
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of JULY, 2019, by Matias Rosales, authorized representative of Greater Yuma Port Authority, a nonprofit corporation on behalf of the corporation.

Angelica Cifuentes

Notary Public

My Commission Expires:

05-11-2023



**Regular City Council Meeting**

**9.**

**Meeting Date:** 08/14/2019

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

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

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**ITEM:**

**EXECUTIVE SESSION**

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

Discussion and possible action on any and all matters regarding action to hold an executive session pursuant to A.R.S. §§38-431.03(A) subsections (3) and (4) for discussion or consultation for legal advice with the City's Attorneys in order to consider the Board Members' position and instruct the Attorneys regarding the employment contract for the recruitment of a future HR head. **(Kay Marion Macuil, City Attorney and Justin Pierce, Outside Counsel/Employment Lawyer)**

**SUMMARY:**

The Board Members can be properly advised by holding an executive session for the purposes described in the agenda item.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO HOLD AN EXECUTIVE SESSION AS DESCRIBED IN THE AGENDA ITEM.**

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**Fiscal Impact**

**Fiscal Impact:**

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