



NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, March 6, 2019. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 6 de Marzo 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



AMENDED AGENDA

MARCH 5, 2019

AGENDA

**Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
March 6, 2019
6:30 p.m.**

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS.

- 1. CALL TO ORDER/ROLL CALL**
- 2. ITEMS FOR DISCUSSION ONLY**
 - 2. A.** Presentation followed by discussion and possible directions to staff on any and all matters regarding the amendments to City Code Chapter 150: Building Regulations. **(Joaquin Campa, Building Official)**
 - 2. B.** Discussion and possible action on any and all matters regarding the appointment of seven members to the San Luis Economic Development Commission. **(Jenny Torres, Economic Development Manager)**
 - 2. C.** Discussion and possible directions to staff on any and all matters regarding appointing a director to the San Luis Facility Development Corporation. **(Kay Marion Macuil, City Attorney and Attorney for the Corporation and Jenny Torres, President of the Board)**
 - 2. D.** Discussion and possible directions to staff on any and all matters regarding Ordinance No. 389. An ordinance of the Mayor and City Council of the City of San Luis, Arizona cleaning up sections of the City Code regarding the appointment of officers; repealing all conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**
 - 2. E.** Discussion and possible directions to staff on any and all matters regarding the proposal of a contract between the City of San Luis and La Cachimba Promotions for musical performances for the 4th of July Celebration event. **(Lizandro Galaviz, Director of Parks & Recreation)**
 - 2. F.** Discussion and possible directions to staff on any and all matters regarding the proposal of an agreement contract between Radical Magazine and the City of San Luis for a baseball exhibition game between the Tomateros de Culiacan, Sinaloa and Cañeros de Los Mochis, Sinaloa or Mayos de Navojoa, Sonora on Saturday September 27, 2019 at the Joe Orduño Park. **(Lizandro Galaviz, Director of Parks & Recreation)**
- 3. MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF DIRECTORS OF THE SAN LUIS HEALTH COMMUNITY FACILITIES DISTRICT**

3. A. Discussion and possible directions to staff on any and all matters regarding a possible lien on the lease for the Regional Center for Border Health's facility at 1896 East Babbit Lane and in favor of Western Alliance Bank as part of the Medical Mall project of Regional Center for Border Health. **(Glenn Gimbut, Assistant City Attorney)**
4. **MOTION TO ADJOURN AS BOARD OF DIRECTORS OF THE SAN LUIS HEALTH COMMUNITY FACILITIES DISTRICT AND RECONVENE AS CITY COUNCIL**
5. **ADJOURNMENT**

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



AGENDA ITEM REVIEW FORM

Work Session

2.A.

Meeting Date: 03/06/2019

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: Discussion Item - No Action to be Taken

ITEM:

Presentation followed by discussion and possible directions to staff on any and all matters regarding the amendments to City Code Chapter 150: Building Regulations. **(Joaquin Campa, Building Official)**

SUMMARY:

City staff has been working on amending the City building codes and bringin them in line with codes adopted and enforced by Yuma County and The City of Yuma so that there is one set of regulations for contractors doing business in this region.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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



AGENDA ITEM REVIEW FORM

Work Session

2.B.

Meeting Date: 03/06/2019

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment of seven members to the San Luis Economic Development Commission. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The mission of the San Luis Economic Development Commission is to promote sustainable and economic growth through economic development programs, partnerships, and innovative opportunities to create quality jobs and expand the commercial and industrial tax base. The term of the seven members expired on October 8, 2018. The City Council can nominate and confirm individuals to the commission.

The requirements to serve on the board are the following:

- Appointees should be residents of San Luis, Arizona, and/or
- Appointees should be license businessmen within the city limits, and/or
- Appointees should have an interest in quality development and growth of economic development for the community of San Luis, Arizona.

The following candidates have submitted an application for consideration:

- Kassandra Ramirez, Education
- Joselyn Medina- Education/Workforce
- Carlos A. Arroyo-Pelayo- Education

The following candidates have submitted a letter of interest to continue to serve on the commission:

- Olivia Zepeda- Education
- Emma Torres-Healthcare
- Randy Nelson-Small Business/Entrepreneurship
- Maria Gonzales-Financial Bank

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

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

No fiscal impact.

Attachments

Application- K.Ramirez

Application- J.Medina

Application- C.Arroyo-Pelayo

Letters of Interest



**City of San Luis
Board and Commission
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

RECEIVED

2019 FEB 27 P 2:52

Name: Thassandra Ramirez Date: 2/27/19
Residence Address: 3634 E Joe Harper Home Phone: 928-919-1681
Mailing Address: PO Box 2977 Alternate Phone: _____
at.

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

The City of San Luis requires all board and commission members to be residents of the City of San Luis.
Do you live with in the corporate limits of the City of San Luis? Yes No
Years Resided in San Luis 30 Years Resided in Arizona 30

List three Boards and/or Commissions you are interested in serving on:

- 1) Economic Development 3) _____

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

I am interested in becoming a member of the Economic Development board because I want to be able to help my community grow San Luis, AZ is a City that has tons of potential to grow and bringing more places for our citizens to shop at locally, will help improve the economy.

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

I am available during weekdays after 3:00 pm and all day on weekends.

BOARD AND COMMISSION APPLICATION

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

Education:	Score	1	2	3	4	5
	Low		High			_____

School NAU _____ GCU _____	Degree M.Ed. HR _____ BA applied management _____	Year Graduation Dec. 2019 _____ May 2011 _____
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Work Experience:

Company YUHS D _____ City of San Luis _____	Position Teacher _____ HR benefits coordinator _____	Dates 07-18 / current _____ 07-14 / 07-18 _____
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Civic Involvements:

Organization	Position	Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Qualifications:

Bachelors degree in Management
working on HR masters degree
Bilingual

TOTAL SCORE _____

Personal References, including addresses and phone numbers:

- 1) Maria Sabori, San Luis, AZ, 928-267-6159
- 2) Olivia Jenkins, San Luis, AZ, 928-446-1341
- 3) Omar Heredia, San Luis, AZ, 661-862-9348

Applicant Signature _____ Date 2/27/19

****Applications will remain on file in the Office of the Mayor and Council for one year from the above date****

Notice: In accordance to the San Luis City Code, Chapter 2, Section 2-4-6, The City of San Luis under Committees and Commissions states, Council may create such committees and commissions, standing or special, as it deems necessary. They shall consist of as many members and shall perform such duties as the council may require and shall exist at the pleasure of the council. For more information regarding rights and provisions of the San Luis City Codes, call (928) 341-8520.



**City of San Luis
Board and Commission
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: Joselyn J. Medina Date: 02/27/19

Residence Address: 2368 N. Barrios Ave., San Luis AZ Home Phone: _____

Mailing Address: PO Box 5409, San Luis AZ Alternate Phone: (928)919-6724

The City of San Luis requires all board and commission members to be residents of the City of San Luis. Do you live within the corporate limits of the City of San Luis? Yes No
Years Resided in San Luis 9 Years Resided in Arizona 9

List three Boards and/or Commissions you are interested in serving on:

- 1) San Luis Economic Development Commission Board 2) _____ 3) _____

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

I am interested in becoming a member of the San Luis Economic Development Commission Board to have the opportunity to provide my input and serve as representative of my community. The City of San Luis is growing rapidly and is bringing more opportunities for developments and companies to invest. Being part of this commission would give me an opening to learn about all the aspects that this growth brings to make proactive and forward thinking decisions (in accordance with our laws general, city code, and ARS) will affect generations to come.

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

I am able to meet as required, appropriate and advance notification needed.

BOARD AND COMMISSION APPLICATION

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

Education:	Score	1	2	3	4	5
	Low					High

School	Degree	Year
<u>Indiana University</u>	<u>Career & Ed. Advising Certificate</u>	<u>2017</u>
<u>Northern Arizona University</u>	<u>Masters in Education</u>	<u>2013-2015</u>
<u>Universidad Estatal de Sonora</u>	<u>Bachelors in Business Administration</u>	<u>2002-2008</u>

Work Experience:

Company	Position	Dates
<u>Arizona Western College</u>	<u>Academic Advisor</u>	<u>2017- present</u>
<u>Southwest Jr. High</u>	<u>Teacher</u>	<u>2016-2017</u>
<u>City of San Luis</u>	<u>PIO/ Assistant to Council</u>	<u>2016</u>
<u>Arizona Western College</u>	<u>Clerk-Secretary</u>	<u>2010-2016</u>

Civic Involvements:

Organization	Position	Dates
<u>P31Home -SYCDVC</u>	<u>Board Member</u>	<u>2017- Present</u>
<u>Arizona Assoc. of Chicanos in Higher Ed.</u>	<u>Board Member</u>	<u>2017- Present</u>

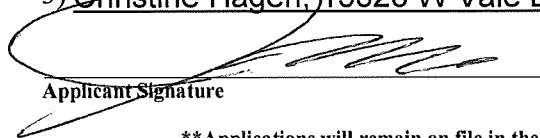
Additional Qualifications:

I have experience working in the City of San Luis, performing administrative duties. These duties included planning, developing and implementing public information strategies, public involvement and media relations. In addition, I provided secretarial support to the Office of the Mayor and Council.

TOTAL SCORE _____

Personal References, including addresses and phone numbers:

- 1) Maria Ramos, 1255 Ruiz Ave, San Luis, AZ (559) 3017460
- 2) Susanna Zambrano, 1340 N 8th Ave. San Luis, AZ (928) 314-9426
- 3) Christine Hagen, 15828 W Vale Dr. Good Year AZ (623) 2292908


Applicant Signature

02-27-10
Date

****Applications will remain on file in the Office of the Mayor and Council for one year from the above date****

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Joselyn Medina
2368 N Barrios Ave
PO Box 5409
San Luis AZ, 85349
P: (928) 919-6724
e- mail: joselyn.medina@azwestern.edu

Objective:

Contribute enthusiastically with the Goals and Objectives accomplishment of an organization where I can collaborate with my teamwork and communication abilities to design, develop, and implement projects all the way through deployment phase.

Competences:

Bilingual fluency English/Spanish (100% proficiency).
Organization and planning skills.
Customer Service Skills
Accountability, creativity, innovation, initiative, and leadership.
Computer skills such as Microsoft Office: Word, Excel, Power Point, Outlook, webmail, Acrobat Reader, Analyzer and SAP, Web Advisor, Datatel Colleague and Self-Service
Excellent Verbal and Written Communication Skills.
Budget Cost Centers Management.
Purchasing shopping carts administration.

Experience:

- Facilitator 2018
Arizona State University
Facilitated High School Transition courses for parents and students through the Arizona State University's American Dream Academy. Facilitated a college transition forum for parents and students. Provided Financial Aid, admissions, scholarship, planning for college tools and academic requirements information to participants.
- Academic Advisor/ Outreach Coordinator 2017- Present
Arizona Western College
Develop and implement advising and outreach strategies for STEM programs including a partnership with Arizona Western College (AWC) departments, University of Arizona (UA) and regional high school counselors/advisors, to assist students and create a Joint Outreach and Advising Plan. Develop and implement AWC/UA informatics pathway student support services by working collaboratively with faculty designers, Student Services, Academic Services, and UA South. Provide support services to first generation, Hispanic, low income, High school and college students with the admissions application, Federal Pell Grant application, and registration to courses relevant to their field of study.
- Emergency Teacher: Language Arts (Reading, Oral Language, Writing and Grammar PEEBS)
Southwest Junior High 2016-2017
Effectively utilize the Gadsden Elementary School District instructional management system to monitor and improve the effectiveness of instruction for English Language Learners (ELL).

Provide effective instruction for all students in the classroom. Participate in grade level, school-wide, and other meetings. Provide a learning atmosphere and environment conducive to the intellectual, physical, social, and emotional development of all students. Communicate with students, parents, staff, and community members. Develop, select, and modify instructional plans and materials to meet the needs of all students. Monitor appropriate use and care of equipment, materials, and facilities.

- Public Information Officer / Assistant to Council 2016
City of San Luis
Responsible for performing technical and administrative duties in planning, developing and implementing public information strategies using all aspects of public information, public involvement and media relations. Prepared reviews, letters, speeches, memorandums and press releases. Provide administrative and secretarial support to the Office of the Mayor and Council. Plans, assists and coordinates high profile special events. Participate on Employee Recognition committee and Marketing Committee.
- Registration Clerk 2012-2016
Arizona Western College
Assists students in the college admission, registration, financial aid, and scheduling of classes, take payments for tuition, fines, exams, assist faculty, organize and schedule and meetings, set up appointments/ proctor exams, file documents and supervise work studies.
- Senior Secretary 2010-2012
Arizona Western College
Provided general college information to staff, students, family members, and public with the usage of appropriate technology. Assisted students with financial aid applications, composed, edited, typed, and proofed correspondence, reports, memos, and other documents. Maintained and updated budget report, student database and confidential records, designed and maintained a functional filing system, Completed and routed purchase requisitions and work orders, tracked and maintained supplies and equipment inventory.
- Quality Supervisor 2009- 2010
Bose Corporation
Lead auditor for ISO/TS Audits, trained people in different and advance skills, maintained quality system records, identified, analyzed, and solved problems, created and maintained reports and graphs, identified non value added activities, supervised 39 people in 3 different areas, designed training programs, created electronic SharePoint's.
- Quality Administrator 2008-2009
Bose Corporation
Created, maintained and monitored, reports, graphs and records; reviewed and updated procedures and work instructions; scheduled meetings and events; composed, edited reports and memos, created purchase orders and work orders, designed budget reports and monitored spending.
- Secretary and Administrator 2006-2008
Clinica Milan

Customer service, sales, create and updated client's profiles and records, scheduled appointments, coordinated training events, elaborated spending and budget reports.

Education:

- Indiana University
Career and Education Advising Certificate 2017
- Northern Arizona University 2013-2015
Master's Degree in Education - Human Relations
- Universidad Estatal de Sonora 2002-2008
Bachelors in Business Administration.

Civic Involvement:

- Proverbs 31 Home (South Yuma County Domestic Violence Coalition) Board Member
- Arizona Association of Chicanos for Higher Education (AACHE) Member

Other courses or seminars:

Supplemental Instruction Supervisor Workshop
Positioning Yourself for Leadership workshop
Situational Leadership
Problem Solving Methodologies
QMS ISO/TS Lead Auditor
Lean Six Sigma Advocate Training
5's + 1
Visual Management
Layered Process Audits
Social Media & Marketing
Public Information Officer Seminar

February 20, 2019

City of San Luis Council.
Re: Boards and Commissions Application.

Attached to this letter you will find my application for the Economic Development Board and the Facility Management Board. As you can observe in my application, I have a solid experience participating in social organizations boards both as a board member at large and as an executive committee member.

Being a resident of Yuma County for over 20 years and of the City of San Luis for over 9 years, I came to realize that my social organizations involvement has been with organizations that serve the City of San Luis, but whose headquarters are located in the cities of Somerton and Yuma, not in San Luis.

I believe the experience I have acquired with my participation in the organizations mentioned in my application and others I did not include to avoid over-extending the application, have equipped me with the knowledge, abilities, and skills necessary to contribute to the development of the City of San Luis. The former, plus the fact that I recently concluded the academic requirements for the Doctor in Organizational Leadership with emphasis in Organizational Development will allow me to add to the quality of the work the boards perform for the city.

Thanks in advance for considering my application and giving me the opportunity to serve my community.

Sincerely,

Carlos A. Arroyo-Pelayo



**City of San Luis
Board and Commission
Volunteer Appointment Application**

(Please return application to City Hall, 1090 East Union Street, P.O. Box 1170 San Luis, AZ 85364)

Name: Carlos A. Arroyo-Pelayo Date: 02/19/2019
Residence Address: 1469 East B Street Home Phone: N/A
Mailing Address: P O Box 2114 Alternatate Phone: (928) 271-2094

The City of San Luis requires all board and commission members to be residents of the City of San Luis. Do you live with in the corporate limits of the City of San Luis? Yes No
Years Resided in San Luis 9 1/2 Years Resided in Arizona 20+

List three Boards and/or Commissions you are interested in serving on:

- 1) Facility Development Corporation 2) Economic Development Commission 3) Planning & Zoning Commission

Why are you interested in becoming a member of the Board(s) and/or Commission(s) you have selected?

After over nine years as a resident and a witness of the progress and growth the city has experience I believe is the right time to collaborate in making San Luis the best place to live and do business possible. It takes the effort of a community to create a positive change that will benefit generations to come. I am eager to put my education and experience o the service of the city of San Luis.

Members are expected to attend all meetings of the Board/Commission unless otherwise excused. If a member is absent without excuse from three or more consecutive meetings, the City Council may remove this member from the Board/Commission and appoint another individual to serve the remainder of the term

The time commitment required for each board and commission varies depending upon the number of scheduled meetings and preparation time for those meetings. How much time can you commit to participate on a board or commission? Please be specific, i.e. number of hours weekly, monthly or quarterly.

I can be available for meetings every two weeks from 5:00 PM up to 8:00 PM, except for Thursdays.

BOARD AND COMMISSION APPLICATION

If a resume is attached, the Education, Work Experience and Civic Involvement portions listed below need to be completed.

Education:	Score	1	2	3	4	5
	Low					High _____

School	Degree	Year
Grand Canyon University	Doctor of Organizational Leadership	Academic 2018, Graduating 2019
NAU	Master's in Education	2006
CETYS Universidad	Master's in Human Resources Mgmt.	1993
CETYS Universidad	B.S. in Planning Engineering	1983

Work Experience:	
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Company	Position	Dates
Crane School Dist.	Teacher	2014 to Present
AWC	WIA Instructor	2013 to 2014
Campeños Sin Fronteras	Deputy Director/HR Director	2012 to 2014
Gadsden School Dist.	Migrant Interventionist/Advocate	2007 to 2012

Civic Involvements:	
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Organization	Position	Dates
Sunset Community Health Center, Inc.	Board Member/Vice-Chair of the Board	2007 to 2015/2015 to Present
Campeños Sin Fronteras, Inc.	Board Member/Chair of the Board	2006 to 2009/2009 to 2012

Additional Qualifications:	
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Experienced presenter with bilingual abilities. Currently delivering consulting services south of the border in the areas of Professional Development and Human Capital Development with focus on Strategic Planning, Motivation, and Social Responsibility.

TOTAL SCORE _____

Personal References, including addresses and phone numbers:

- 1) Judge M. Figueroa, 350 W. Main Street, P O Box 458, Somerton, AZ, (928) 627-2722, 627-8152
- 2) David Rogers, 2060 W. 24th Street, Yuma, AZ, (928) 819-8999
- 3) Olivia Zepeda, 2020 S. Ave. 8E, Yuma, AZ, (928) 580-4174

Applicant Signature

2-20-2019
Date

****Applications will remain on file in the Office of the Mayor and Council for one year from the above date****

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Carlos A. Arroyo-Pelayo
P O Box 2114
San Luis, AZ 85364
U.S. (928) 271-2094
carlosaarroyop@hotmail.com

EDUCATION

Grand Canyon University, Phoenix, AZ

D. Ed. In Organizational Leadership with
emphasis in Organizational Development

Presently

Northern Arizona University, Yuma, AZ

Master's in Education (With Distinction)

CETYS Universidad, Mexicali, México.

Master's in Human Resources
B.S. Planning Engineering

PROFESSIONAL EXPERIENCE

Crane School District, Yuma, AZ.

2014-Present

Teacher – Guide the learning process toward the achievement of curriculum goals and—in harmony with the goals—establish clear objectives for all lessons, units, projects and the like, while communicating these objectives to students. Assesses the accomplishments of students on a regular basis and provides progress reports as required.

Arizona Western College, WIA Program, Yuma, AZ.

2013-2014

ABE Instructor (Part time) – Provide instruction utilizing effective teaching methods and strong communication skills to deliver course content. Establish academic goals and objective for students' success. Measure students' learning outcomes and progress.

Campeños Sin Fronteras, Inc., Yuma County, AZ.

2012-2014

Deputy Director/Human Resources Director - Served as the internal leader of the organization, provided a strong day-to-day leadership presence and supported an open-door policy among all staff. Instilled a human capital development and coaching culture within CSF; upgraded human resources functions including: training, development, compensation and benefits, employee relations, performance evaluation and recruiting. Organized and supported Board of Directors monthly and special meetings, reviewed minutes and organized agenda. Covered for Executive Director when out of the office.

Gadsden School District, Migrant Education Program, San Luis, AZ.

2007-2012

Migrant Interventionist – Developed and delivered instruction in the area of mathematics aimed to improve the learning experience of the migrant students attending our school. Worked with teachers, students, and parents to identify their weakness and improve their performance in a small group setting and collaborated with colleagues to identify students' learning outcomes and increase students' retention. Assisted in the organization and administration of assessments. Met and oriented parents on parenting and education issues.

Migrant Advocate/Advisor – Provided orientation to Migrant students and parents to ease transition into middle school/high school environment. Connected with families in order to empower and inform parents. Sponsored extracurricular Migrant student activities. Conducted after school and summer school programs for Migrant students. Made presentations at parent meetings to increase their involvement in the students' education. Implemented an intensive home visitation program to confer and assist parents on parenting and education issues related to their children's development and access to education opportunities to support healthier family and community relationships.

Crane School District, Migrant Education Program, Yuma, AZ.

2004-2007

Migrant Advocate/Advisor – Provided orientation to Migrant students and parents to ease transition into middle school/high school environment. Connected with families in order to empower and inform parents. Sponsored extracurricular Migrant student activities. Conducted after school and summer school programs for Migrant students. Made presentations at parent meetings to increase their involvement in the students' education. Implemented an intensive home visitation program to confer and assist parents on parenting and education issues related to their children's development and access to education opportunities to support healthier family and community relationships.

Instructor – English as a Second Language – Developed course structure using different engagement forms, strategies and techniques. Administered assessments using BEST.

LANGUAGES

English and Spanish bilingual 100%

LICENSES AND CERTIFICATIONS

Arizona Elementary Education Teaching Certification

- Spanish Bilingual K-12 Endorsement
- Mathematics Specialist K-8 Endorsement

Arizona Notary Public

VOLUNTEER ACTIVITIES

Sunset Community Health Center (SCHC)

Vice-Chair of the Board

2015 to Present

Board Member

2007 to Present

SCHC operates six health clinics though out Yuma County, Arizona providing primary health care, dental services, and behavioral health services with an operational budget of 32 million dollars.

Present duties include serving on the executive committee, understand the responsibilities of the board chair and be able to perform these duties in the chair's absence. Participate as a vital part of the board leadership. Attend all board meetings. Assume responsibilities of the chair in the absence of the board chair. As a board member, approving annual budget, audit reports, and material business decisions; being informed of, and meeting all legal and fiduciary responsibilities. Maintain knowledge of the organization and personal commitment to its goals and objectives. Represent SCHC at the local, state and national levels at conferences, symposiums, and workshops. Serve as the chair of the personnel committee.

Campesinos Sin Fronteras (CSF)

Chair of the Boar

2009-2012

Board Member

2006-2012

CSF provides health education, housing and human services to migrant & seasonal farm workers and other members of the low-income community in Yuma County, Arizona, with an operational budget of 1.5 million dollars.

Duties included serving on the executive committee. Provide governance leadership and strategic planning support. Planning, presiding over, and facilitating board and committee meetings. Partnering with the CEO to ensure that board resolutions were carried out. Being a trusted advisor to the CEO as s/he develops and implements strategic plan. As a board member, approving annual budget, audit reports, and material business decisions; being informed of, and meeting all, legal and fiduciary responsibilities. Reviewing outcomes and metrics created by the organization for

evaluating its impact, and regularly measuring its performance and effectiveness using those metrics. Coordinating an annual performance evaluation of the CEO. Assisting the CEO and Nominations Committee in recruiting board members. Periodically consulting with board members on their roles and helping them assess their performance.

MEMBERSHIPS

Alpha Chi, National College Honor Society – Member
The Honor Society of Phi Kappa Phi – Member
Community Leadership Alliance of Yuma County (CLA) – Founding Member
Arizona Interagency Farm Workers Service Coalition (AIFC) – Member
Yuma County Farm Workers Service Coalition (YCFWSC) – Founding Member

CONFERENCE PRESENTATIONS

AZ-TESOL Conference	Phoenix, AZ, 2005
TESOL Rocky Mountain Regional Conference	Phoenix, AZ, 2006
Arizona Interagency Farmworkers Service Coalition (AIFC)	Tucson, AZ, 2007
2007 National Migrant Education Conference	Phoenix, AZ, 2007
2008 National Migrant Education Conference	Orlando, FL, 2008
2009 National Migrant Education Conference	San Antonio, TX, 2009
2010 National Migrant Education Conference	Anaheim, CA, 2010
2011 National Migrant Education Conference	New Orleans, LA, 2011
2012 National Migrant Education Conference	Portland, OR, 2012

OTHER PROFESIONAL ACTIVITIES

- U. S. Dep. of Education Title I, Part C, Parent Involvement Focus Group Participant.
- 2007 National Migrant Education Conference, Parents Subcommittee Chairperson.
- U.S. Space and Rocket Center, Space Academy for Educators, Program Instructor.
- Arizona Migrant Education Program Prospective Re-Interview Process Auditor.

AWARDS

- U. S. Space & Rocket Center, Space Academy for Educators “Right Stuff” Medal
- Northern Arizona University “Community of Learners” Award and Medal

PUBLICATIONS

Volunteers and Decision-Making, 2013
Virtual Leadership, 2013
Organization Effectiveness and Success, 2013
Stakeholders Conflicts in Organizations, 2013
Public Policy and Stakeholders, 2013
Learning in a Systems Context, 2014
Vision: Where are we Going? 2015
Competitive Advantage, 2016

All publications available at <https://gcu.academia.edu/CarlosAArroyo>

February 20, 2019

Jenny Torres
Economic Development Manager
Economic Development Division
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349

Subject: Letter of Interest for Economic Development Commission Board

Dear Ms. Torres,

I am currently retired and work part time for Curriculum Management Solutions, Inc. and Educational Management Solutions as an independent consultant. I am also a board member for Campesinos Sin Fronteras and Arizona Western College, representing District 4, that is San Luis, Somerton and South Yuma. Although I have retired from my job in the Gadsden School District, I am still active in the community and care for the improvement of the community and our youth.

My experience as an Economic Development Commissioner has been very positive. I understand and have provided input in the development of the San Luis Economic Development Plan, the Border Business Case and advise on new tenants to the San Luis Business Incubator. I am interested in continuing to serve as commissioner member to oversee the projects that were established in these two plans and continue to serve to the best of my abilities.

My work with the Economic Development Commission and City staff has been both educational and rewarding. I have a lot to offer to the City as an Economic Development Commission Member, and honored to be considered to represent the City of San Luis and its residents.

Sincerely,


Olivia E. Zepeda



Housing, Health and Human Services

663 E. Main Street, Suite A
P.O. Box 423
Somerton, Arizona 85350

Phone: (928) 627-5995

Fax: (928) 627-1899

E-Mail: info@campesinossinfronteras.org

February 19, 2019

Jenny Torres
Economic Development Manager
Economic Development Division
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349

Subject: Letter of Interest for Economic Development Commission Board

Dear Ms. Torres,

I am currently working as the Executive Director for Campesinos Sin Fronteras (CSF), a community based 501c3 non-profit organization serving Yuma County and surrounding communities. I have been a resident of the border communities for 50 years working in community education and economic development programs for more than 30 years and I love to see how we can all contribute to improving the lives of our border community residents.

My experience as an Economic Development Commissioner has been very positive. I understand and have provided input in the development of the San Luis Economic Development Plan, the Border Business Case and advise on new tenants to the San Luis Business Incubator. I am interested in continuing to serve as commissioner member to oversee the projects that were established in these two plans and continue to serve to the best of my abilities.

My work with the City of San Luis Economic Development Commission and City staff has been both educational and rewarding. I believe that my years of experience in public health and my commitment to serve our community, gives me much to offer to the City as an Economic Development Commission Member. I will be honored to continue serving in this commission. Please let me know if you have any questions or need additional information.

Sincerely,

Emma Torres

Emma Torres, MSW
Executive Director

February 4, 2019



"Making a BIG Difference for Small Business for 30 Years"

Jenny Torres
Economic Development Manager
Economic Development Division
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349

Subject: Letter of Interest for Economic Development Commission Board

Dear Ms. Torres,

I am currently employed/work with the Arizona Western College Small Business Development Center. I lead the Center in the small business development efforts for Yuma and LaPaz Counties. I am in my 18th year and have worked with many businesses and organizations in the San Luis Arizona area.

My experience as an Economic Development Commissioner has been very positive. I understand and have provided input in the development of the San Luis Economic Development Plan, the Border Business Case and advise on new tenants to the San Luis Business Incubator. I am interested in continuing to serve as commissioner member to oversee the projects that were established in these two plans and continue to serve to the best of my abilities.

My work with the Economic Development Commission and City staff has been both educational and rewarding. I have a lot to offer to the City as an Economic Development Commission Member, and honored to be considered to represent the City of San Luis and its residents.

Sincerely,



Randy Nelson | SBDC Director

Arizona Western College Small Business Development Center

1351 S. Redondo Center Drive, #101 | Yuma, AZ 85365

phone | 928.317.6151 • fax | 928.317.6154

email | randy.nelson@azwestern.edu • website | <http://awc.azsbdc.net>



PO Box 3840 • 645 N. 1st Avenue • San Luis, Arizona 85349 • (928) 344-2888 • Fax: (928) 627-7570

February 20, 2019

Jenny Torres
Economic Development Manager
Economic Development Division
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349

Subject: Letter of Interest for Economic Development Commission Board

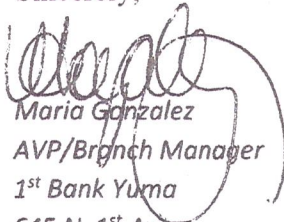
Dear Ms. Torres,

I am currently employed @ 1st Bank Yuma as an Assistant Vice President/ Branch Manager for the San Luis Office. I am very interested in serving my community being that we are a community bank.

My experience as an Economic Development Commissioner has been very positive. I understand and have provided input in the development of the San Luis Economic Development Plan, the Border Business Case and advise on new tenants to the San Luis Business Incubator. I am interested in continuing to serve as commissioner member to oversee the projects that were established in these two plans and continue to serve to the best of my abilities.

My work with the Economic Development Commission and City staff has been both educational and rewarding. I have a lot to offer to the City as an Economic Development Commission Member, and honored to be considered to represent the City of San Luis and its residents.

Sincerely,



Maria Gonzalez
AVP/Branch Manager
1st Bank Yuma
645 N. 1st Ave.
San Luis, AZ 85349



AGENDA ITEM REVIEW FORM

Work Session

2.C.

Meeting Date: 03/06/2019
Department Head: Kay Macuil, City Attorney, Attorney's Office
Submitted By: Kay Macuil, City Attorney, Attorney's Office
Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding appointing a director to the San Luis Facility Development Corporation. **(Kay Marion Macuil, City Attorney and Attorney for the Corporation and Jenny Torres, President of the Board)**

SUMMARY:

San Luis Facility Development Corporation

Olivia Jenkins has resigned from the Board after years of dedicated service. Note, it is up to the Board under their by-laws to elect who among them will be secretary. Jenny Torres posted the position. The Staff will have names at the time of the meeting for City Council's consideration.

The contract with LaSalle expires this December, so the Board will be working on the contract this year.

Other Information

<u>Requirements for Board Members:</u> -Adult Resident of San Luis -5 Directors	<u>Current Directors (3 Year Terms Expiring July 29, 2021)</u>	
	President	Jenny Torres
	Vice President	John Starkey
	Secretary	Vacant
	Director	Alex Joe Harper
	Director	Maria Gonzalez

(Created in 2005 under ARS 10-3201 et seq. Non-Profit Corporations)

The City of San Luis created this corporation under the statutes that allow any entity to create a non-profit organization. Board members meet as necessary to decide and vote on the detention center project directions, usually matters regarding the operator's contract, the bond indenture, or the building. Their meetings are open to the public and follow the Open Meeting Law.

Purpose: The purpose of this Corporation was to own and the San Luis Regional Detention and Support Center for economic development in the City of San Luis. The operation is paying for the bonds which financed its construction. The corporation holds the agreements with the Federal Government for detainees. It has had various operators. La Salle Corrections has been operating it since April of 2017.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No
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 to making appointments of directors and officers to municipal corporations.

Attachments

Articles of Incorporation

By-laws

AZ CORPORATION COMMISSION
FILED



01228046

MAY 26 2005

"EXP" ARTICLES OF INCORPORATION

FILE NO. 1205093-9

OF

SAN LUIS FACILITY DEVELOPMENT CORPORATION
(An Arizona Nonprofit Corporation)

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, being a natural person of the age of 18 years or more, and a resident of the State of Arizona, acting as an Incorporator of a Corporation under Section 10-3101 et seq. of the Arizona Revised Statutes (the "Arizona Nonprofit Code"), as amended, adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the Corporation is SAN LUIS FACILITY DEVELOPMENT CORPORATION (hereinafter referred to as the "Corporation").

ARTICLE II

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE III

REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation shall be:

767 North First Avenue, P.O. Box 1170, San Luis, Arizona 85349

and the name of the initial registered agent at such address is:

Rosalicia Cordova, 767 North First Avenue, P.O. Box 1170, San Luis, Arizona 85349

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ARTICLE IV

PURPOSES, POWERS AND OBJECTS

Section 4.01. Purposes. The Corporation is organized exclusively for the purpose of financing, owning and/or operating one or more public projects in the State of Arizona (collectively, the "Project") that effect economic development in the City of San Luis, Arizona (the "City") or the County of Yuma (the "County"), and to otherwise provide facilities, equipment and other physical plant and related support to the Project.

Section 4.02. Powers. The Corporation shall have the following powers:

(a) To receive and maintain a fund or funds of real or personal property, or both, and to use and apply the whole or any part of the income therefrom and the principal thereof for the purposes as hereinabove set forth.

(b) To have one or more offices and to conduct and carry on any of its business at any place in the State of Arizona as may be determined by the Board of Directors.

(c) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate or otherwise deal in and with real, personal and mixed property of all kinds and any rights or interest therein for any purposes of the Corporation and the Project.

(d) To borrow money and secure the repayment of monies borrowed for any purpose of the Corporation.

(e) To have and exercise any and all of those powers specified in the Arizona Nonprofit Code.

(f) To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objectives or furtherance of any of the powers hereinbefore set forth, either alone or in corporation with other corporations, firms, governmental authorities or individuals, and to do every other act or acts, thing or things incidental or appurtenant to and growing out of or connected with the aforesaid objects or purposes or any part or parts thereof, provided the same be not inconsistent with the laws under which the Corporation is organized.

ARTICLE V

DISSOLUTION

No individual of the Corporation shall have any right, title or interest in the assets of the Corporation. The Corporation may dissolve and wind up its affairs in the manner now or hereafter permitted or provided by the Arizona Nonprofit Code. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer all of the assets of the Corporation to the City. Any

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such assets not so disposed of shall be disposed of by a court of competent jurisdiction for the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VI

DIRECTORS

The number of Directors who shall conduct and manage the affairs of the Corporation shall be five. The names of the persons and their addresses constituting the first Board of Directors, are:

Rosalicia Cordova
767 North First Avenue
P.O. Box 1170
San Luis, AZ 85349

Nep Ramirez
767 North First Avenue
P.O. Box 1170
San Luis, AZ 85349

Nieves Garcia Riedel
767 North First Avenue
P.O. Box 1170
San Luis, AZ 85349

Rosa Varela
767 North First Avenue
P.O. Box 1170
San Luis, AZ 85349

John Starkey
767 North First Avenue
Post Office Box 1170
San Luis, Arizona 85349

Directors may be removed and vacancies on the Board of Directors shall be filled as provided by the Bylaws.

The Corporation shall indemnify its Directors to the full extent permitted by Arizona law. The personal liability of a Director to the Corporation for monetary damages for breach of fiduciary duty as a Director shall be limited to the full extent provided by Arizona law.

ARTICLE VII

OFFICERS

The Board of Directors may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers or assistant officers as the Board of Directors believes will be in the best interest of the Corporation. The officers shall have such duties as may be prescribed in the Bylaws of the Corporation and shall serve at the pleasure of the Board of Directors.

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ARTICLE VIII

COMPENSATION

No compensation shall be paid to the Directors or officers of the Corporation, as such, for their services. However, nothing herein contained shall be construed to preclude the Corporation from paying any Director or officer reasonable compensation for other services rendered by such Directors or officers consistent with the purposes of the Corporation.

ARTICLE IX

BYLAWS

The Corporation may adopt Bylaws which shall contain provisions not inconsistent with these Articles of Incorporation, setting forth the rights, privileges, powers, duties and responsibilities of the Directors and officers. The Directors of the Corporation, as may be provided in the Bylaws, shall have the power, from time to time, to make, alter and amend the Bylaws as they shall deem proper for the management of the affairs of the Corporation.

ARTICLE X

COVENANTS REGARDING OPERATIONS

- (a) The Corporation shall not have any employees or engage in any business or activity other than in connection with or relating to the activities permitted in Article IV hereof.
- (b) The Corporation shall not consolidate or merge with or into any other entity or convey, transfer or lease its properties and assets substantially as an entirety to any entity through liquidation, dissolution or otherwise.
- (c) The Corporation shall not dissolve or liquidate, in whole or in part, if any obligation under the Indenture of Trust (the "Indenture"), between the Corporation and corporate trustee named therein, as trustee, is outstanding (or any obligation refunding such obligation is outstanding).
- (d) The funds and other assets of the Corporation shall not be commingled with those of any other entity.
- (e) The Corporation shall not hold itself out as being liable for the debts of any other entity.
- (f) The Corporation shall not form, or cause to be formed, any subsidiaries nor shall the Corporation acquire any interest as a general or limited partner in any partnership or as a member in any limited liability company.

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(g) The Corporation shall act solely in its corporate name and through its duly authorized officers or agents in the conduct of its business, and shall conduct its business so as not to mislead others as to the identity of the entity with which they are concerned.

(h) The Corporation shall maintain corporate records and books of account and shall not commingle its corporate records and books of account with the corporate records and books of account of any other entity. The books of the Corporation may be kept (subject to any provision contained in the statutes) inside the State of Arizona at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

(i) The Board of Directors of the Corporation shall hold appropriate meetings to authorize all of its corporate actions. Regular meetings of the Board of Directors shall be held not less frequently than once per annum.

(j) The Corporation shall at all times ensure that its capitalization is adequate in light of its business and purpose.

(k) Except to the extent set forth in an Indenture, no guarantees of loans or other indebtedness to third parties shall be made by the Corporation.

(l) No director of the Corporation shall be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director; provided, however, that this Article shall not eliminate or limit the liability of a director to the extent the elimination or limitation thereof is prohibited by Title 10 of the Arizona Revised Statutes, as amended from time to time. For the purposes of this Article, the term "director" includes a trustee and a person who serves on the board or council of the Corporation in an advisory capacity.

(m) The income of the Corporation shall not inure to the benefit of any private person.

ARTICLE XI

OTHER INDEBTEDNESS

Except to the extent set forth in the Indenture, the Corporation shall not incur, assume or guaranty any indebtedness.

ARTICLE XII

ASSETS

The Corporation shall not transfer to any person or entity any assets of the Corporation except pursuant to the Indenture.

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ARTICLE XIII

BANKRUPTCY/INSOLVENCY

The Corporation shall not, without the affirmative vote of the entire Board of Directors of the Corporation, (a) institute any proceedings to adjudicate the Corporation as bankrupt or insolvent, (b) consent to the institution of bankruptcy or insolvency proceedings against the Corporation, (c) file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy with respect to the Corporation, (d) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property, (e) make any assignment for the benefit of the Corporation's creditors; (f) cause the Corporation to admit in writing its inability to pay its debts generally as they become due; or (g) take any action, or cause the Corporation to take any action, in furtherance of any of the foregoing (any of the above foregoing actions, a "Bankruptcy Action"). No Director or officer of the Corporation shall (to the extent permitted by applicable law) be liable to the Corporation on account of such Director's or officer's good faith reliance on the provisions of this Article and the Corporation shall not have any claim for breach of fiduciary duty or otherwise against any Director or officer for failing to take any Bankruptcy Action.

ARTICLE XIV

MEMBERSHIP

The Corporation shall not have any members or membership rights as such terms are defined in the Arizona Nonprofit Code.

ARTICLE XV

INCORPORATOR

The name and address of the Incorporator is:

<u>Name</u>	<u>Address</u>
Jorge C. Albala	8601 North Scottsdale Road Suite 300 Scottsdale, Arizona 85253-2742

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ARTICLE XVI

AMENDMENT

The right is expressly reserved to amend these Articles of Incorporation or any Article herein in any manner or respect now or hereafter permitted or provided for by the Arizona Nonprofit Code; provided, however, the Corporation shall not amend, alter, change or repeal any provision contained in these Articles of Incorporation without the unanimous vote in favor thereof of the entire Board of Directors.

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26th IN WITNESS WHEREOF, I, the undersigned incorporator, have set my hand, as of the
day of May, 2005.

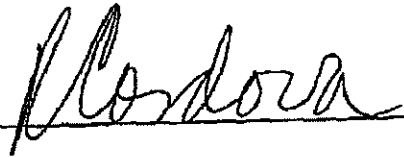
Jorge C. Albala
Jorge C. Albala, Incorporator

- 1205097.9

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

Rosalicia Cordova, having been designated to act as Statutory Agent for San Luis Economic Development Corporation, hereby consents to act in that capacity until removed or her resignation is submitted.

Dated: May 20, 2005.



ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

NONPROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. Section 10-3202.D.

San Luis Facility Development Corporation
EXACT CORPORATE NAME

- A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes No

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes No

IF YOUR ANSWER TO THE ABOVE QUESTION IS 'YES', YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

D. The fiscal year end adopted by the corporation is 10/01/05.

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declares as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY John Starkey DATE 5-23-05 BY Jorge C. Alcala DATE 5-26-05
 TITLE John Starkey, Community Development Services Department TITLE Jorge C. Alcala, Incorporator

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0001 - Non-Profit
Rev: 9/00

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

NONPROFIT
CERTIFICATE OF DISCLOSURE

A.R.S. Section 10-3202.D.

San Luis Facility Development Corporation
EXACT CORPORATE NAME

- A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes ___ No X

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes ___ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

D. The fiscal year end adopted by the corporation is 10/01/2005.

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declares as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DEED DATE.

BY M. Cordova DATE 5/23/05
TITLE Rosalia Cordova, City Administrator/City Clerk

BY Nep Ramirez DATE 5/23/05
TITLE Nep Ramirez, Finance Director

BY Nieves Garcia Rangel DATE 5/23/05
TITLE Nieves Garcia Rangel, Counsel Member

BY Rosa Varela DATE 5/23/05
TITLE Rosa Varela, Counsel Member

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0001 - Non-Profit
Rev: 9/00

KUTAK ROCK LLP

SUITE 300
8601 NORTH SCOTTSDALE ROAD
SCOTTSDALE, ARIZONA 85253-2742

480-429-5000
FACSIMILE 480-429-5001

www.kutakrock.com

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CHICAGO
DENVER
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OKLAHOMA CITY
OMAHA
PASADENA
RICHMOND
WASHINGTON
WICHITA

JORGE C. ALBALA
jorge.albala@kutakrock.com
(480) 429-5000

May 26, 2005

VIA FACSIMILE 602-542-4100

Arizona Corporation Commission
Incorporation Division - **EXPEDITED**
1300 West Washington
Phoenix, AZ 85007

RECEIVED

MAY 26 2005

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Re: San Luis Facility Development Corporation

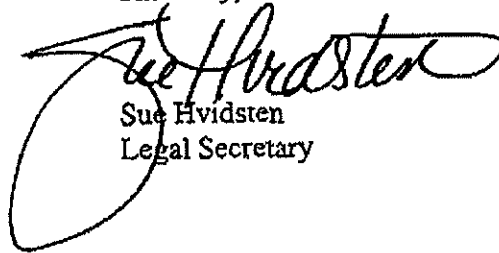
Dear Sir or Madam:

For the purpose of forming a corporation, attached are the Articles of Organization ("Articles") and Nonprofit Certificate of Disclosure ("Certificate") for the above-referenced company. Please provide me with an approved set of these Articles and Certificate.

Please bill fees for this transaction to our account number 001511.

Should you have any questions or comments, please contact me at 480-429-5000.

Sincerely,



Sue Hvidsten
Legal Secretary

Attachment

SUITE 300
8601 NORTH SCOTTSDALE ROAD
SCOTTSDALE, ARIZONA 85253-2742
480-429-5000
FACSIMILE 480-429-5001

FACSIMILE TRANSMISSION

DATE: May 26, 2005

TO: ARIZONA CORPORATION COMMISSION

NAME	FAX NO.	PHONE NO.
INCORPORATION DIVISION EXPEDITED	602-542-4100	602-542-3135

If you experience any problems in receiving these pages, please call (480) 429-4875 as soon as possible. Thank you.

FROM: Jorge C. Albala

EMPL. NO.: 5087

SECRETARY: Sue Hvidsten

RE: San Luis Facility Development Corporation

CLIENT NUMBER: 154405-2	
NUMBER OF PAGES, INCLUDING COVER PAGE: 12	CONFIRM: YES

MESSAGE:

PLEASE EXPEDITE THIS REQUEST AND CHARGE THE APPLICABLE FEES TO ACCOUNT NUMBER 001511.

PLEASE ACKNOWLEDGE RECEIPT OF THE DOCUMENT TYPE DESCRIBED HEREIN.

Thank you.

RECEIVED

MAY 26 2005

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

CONFIDENTIAL FACSIMILE TRANSMISSION

The information contained in this facsimile and the accompanying pages is intended solely for the addressee(s) named above. If you are not an addressee, or responsible for delivering these documents to an addressee, you have received these documents in error and you are strictly prohibited from reading or disclosing it. The information contained in these documents is highly confidential and may be subject to legally enforceable privileges. Unless you are an addressee, or associated with an addressee for delivery purposes, you may violate these privileges and subject yourself to liability if you do anything with these documents or the information it contains other than calling us immediately at the number listed above and returning these documents to us at once.

Operator: _____

Department No. []
Profit Center No. []

GROUP CODE (FAXES)	
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<input checked="" type="checkbox"/>	7200 - Local
<input type="checkbox"/>	7300 - Long-Distance
<input type="checkbox"/>	7400 - International

BYLAWS
OF
[SAN LUIS FACILITY DEVELOPMENT CORPORATION]
(An Arizona Nonprofit Corporation)

ARTICLE I

NAME

The name of the Corporation is [SAN LUIS FACILITY DEVELOPMENT CORPORATION] (hereinafter referred to as the "Corporation").

ARTICLE II

MEMBERSHIP

The Corporation shall not have any members or membership rights as such terms are defined in Section 10-3101 et seq. of the Arizona Revised Statutes, or the corresponding sections of any future Arizona nonprofit code.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the Corporation's affairs and for the operation and maintenance of any and all Corporation property. The Directors shall in all cases act as a Board; and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they deem proper, not inconsistent with these Bylaws, the Articles of Incorporation or the laws of the State of Arizona.

Section 3.02. Other Powers and Duties. Without limiting the generality of the foregoing, the Board of Directors shall be empowered and shall have the duties as follows:

- (a) To borrow funds and to give security therefor in order to pay any expenditure or outlay required pursuant to the authority granted by the provisions of the Articles of Incorporation and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; and such indebtedness shall be the obligation of the Corporation.

(b) To establish one or more bank accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(c) To keep and maintain, or cause the same to be kept and maintained, detailed, accurate records in chronological order of receipts and expenditures affecting the Corporation.

(d) To prepare not less often than once per year a statement showing all receipts, expenses or disbursements since the last such statement.

(e) To meet at such intervals as shall be deemed appropriate by the Board of Directors.

(f) To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate or otherwise deal in and with real, personal and intangible property of all kinds and all rights or interests therein for any purpose of the Corporation.

(g) To enter into contracts for services and facilities for the benefit of the Corporation and to do all acts that a natural person could do for the benefit of the Corporation.

(h) In general, to carry on the administration of the Corporation, to do all of those things necessary and reasonable in order to carry out the governing, administration and operation of the Corporation.

Section 3.03. Number. The Board of Directors shall consist of five Directors.

Section 3.04. Election and Term of Office. Directors shall be elected to serve terms of three years. The Directors shall hold office until their successors have been elected and held their first meeting. Directors shall be elected by the City Council of the City of San Luis, Arizona (the "City").

Section 3.05. Vacancies. Vacancies in the Board of Directors shall be filled by the City Council of the City. Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 3.06. Removal of Members of Board of Directors. Any Director may only be removed, with or without cause, with the approval of the City Council of the City; and a successor may then and there be elected to fill the vacancy and unexpired term thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at such meeting.

Section 3.07. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business; and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of

Directors, unless otherwise provided in these Bylaws. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At such adjourned meeting subsequently held, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3.08. Annual Meetings. An annual meeting of the Board of Directors shall be held each year in a month selected by the Board of Directors. At such annual meeting, officers of the Corporation shall be appointed by the Board of Directors.

Section 3.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least twenty-four (24) hours notice to each Director, given personally or by mail, electronic transmission, telephone, telegraph or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may also be called by the President in like manner and on like notice upon the request of a majority of the Directors.

Section 3.10. Location of Meetings. All meetings of the Board of Directors shall be held at such location as shall, from time to time, be designated by the Board of Directors.

Section 3.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting; and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him or her of the time and place thereof; unless the Director attends the meeting for the express purpose of objecting to the transaction of any business before the meeting which is not lawfully called or convened.

Section 3.12. Action Taken Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 3.13. Meetings by Telephone. One or more Directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar communications arrangement by which all participants in the meeting can hear each other at the same time. Such participation shall be equivalent for all purposes to attendance in person at such meeting.

ARTICLE IV

OFFICERS

Section 4.01. Designation. The principal officers of the Corporation shall be a President, one or more Vice Presidents (at the option of the Board of Directors), a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, designate. The President shall be a member of

the Board of Directors and the Vice President(s), Treasurer and Secretary may, but need not, be members of the Board of Directors.

Section 4.02. Election and Term of Officers. The officers of the Corporation shall be elected annually by the Board of Directors, and shall hold office at the pleasure of the Board of Directors. One person may hold concurrently any two offices; provided, however, that the offices of President and Secretary shall not be held by the same person. The office of Vice President need not be filled.

Section 4.03. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.04. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by a majority vote of the members of the Board of Directors.

Section 4.05. President. The President shall be the chief executive officer of the Corporation and, subject to the control of the Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. He or she shall preside at all meetings of the Board of Directors. He or she shall cause to be called regular and special meetings of the Board of Directors in accordance with these Bylaws. He or she shall have the power to appoint committees from among the members of the Board of Directors, from time to time as he or she may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation. He or she shall sign and make all contracts and agreements in the name of the Corporation. He or she shall enforce these Bylaws and perform all of the duties incident to the position and office and which are required by law.

Section 4.06. Vice President. The Vice President shall have the powers and authority and shall perform all functions and duties of the President in the absence of the President or his or her inability, for any reason, to exercise such powers and functions or perform such duties.

Section 4.07. Secretary. The Secretary shall keep all minutes of the meetings of the Board of Directors and minutes of all meetings of the Corporation; he or she shall have charge of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of Secretary.

Section 4.08. Treasurer. The Treasurer shall have the responsibility for supervising the Corporation's funds and shall be responsible for supervising all receipts and disbursements in books belonging to the Corporation. He or she shall, in general, perform all of the duties incident to the office of Treasurer.

Section 4.09. Agreements, Deeds, Checks, Etc. All agreements, deeds, leases, checks and other instruments of the Corporation shall be executed by any officer of the Corporation or by any other person or persons designated by the Board of Directors.

ARTICLE V

NONPROFIT CORPORATION

This Corporation is a nonprofit corporation organized under Arizona law. No Director or officer shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof; and in no event shall part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board of Directors or officer of the Corporation; provided, however, (a) that reasonable compensation may be paid to any Director or officer while acting as an agent or employee of the Corporation for services rendered in effectuating the purposes of the Corporation; and (b) that any Director or officer may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation.

ARTICLE VI

AMENDMENT

These Bylaws may be amended by the Board of Directors by a vote of two-thirds of the votes entitled to be cast by the Board of Directors at a meeting of the Board of Directors, provided that written notice has been given to each member of the Board of Directors at least two weeks prior to the date of said meeting.

ARTICLE VII

INDEMNIFICATION

The Corporation shall indemnify Directors and officers of the Corporation to the maximum extent permitted by Arizona law, as amended from time to time.

ARTICLE VIII

To the extent permitted by applicable law, no Director or officer of the Corporation shall have individual liability for the payment or performance of debts or obligations of the Corporation.

ARTICLE IX

ENACTMENT CLAUSE

These Bylaws of the Corporation, as amended and approved by the Board of Directors, shall become effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto set the official hand and seal of the Corporation this 11th day of October, 2005.

[SAN LUIS FACILITY DEVELOPMENT CORPORATION], an Arizona Nonprofit Corporation

By 
Secretary



AGENDA ITEM REVIEW FORM

Work Session

2.D.

Meeting Date: 03/06/2019
Department Head: Kay Macuil, City Attorney, Attorney's Office
Submitted By: Kay Macuil, City Attorney, Attorney's Office
Action Requested: Discussion Item - No Action to be Taken
 Ordinance

ITEM:

Discussion and possible directions to staff on any and all matters regarding Ordinance No. 389. An ordinance of the Mayor and City Council of the City of San Luis, Arizona cleaning up sections of the City Code regarding the appointment of officers; repealing all conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

This ordinance is a cleanup measure. There are different and conflicting City Codes on the appointment of the Chief of Police and the City Clerk.

A 1982 code provision on Officers was never amended after a 2009 amendment to the code changed how the Chief of Police is appointed, and a 2014 amendment changed how the Clerk is appointed. The following table shows the conflicting provisions.

Section 3-1-1 of the 1982 Code Now Codified as Section 31-01	Amendments
CHAPTER 31: CITY OFFICERS § 31.01 OFFICERS. There is hereby created the offices of City Manager, City Clerk, City Marshal (Chief of Police), City Attorney and City Magistrate who shall be appointed by the Council, and who shall serve at the pleasure of the Council, but subject to § 31.26. (Prior Code, § 3-1-1)	CHAPTER 32: POLICE DEPARTMENT § 32.02 APPOINTMENT OF OFFICERS. The Chief of Police shall be appointed by the City Manager, whose appointment shall be confirmed by the City Council, and shall serve at the pleasure of the City Manager on terms and conditions as may be approved by the City Council. The Chief of Police shall be subject to the direction of the City Manager. . . . (Prior Code, § 4-1-2) (Ord. 9, passed 6-26-1980; Ord. 245, passed 9-13-2006; Ord. 281, passed 12-22-2009)
	CHAPTER 31: CITY OFFICERS § 31.21 CITY CLERK. (A) . . . The City Clerk shall be appointed and removed by the City Manager subject to ratification of the Council, . . .

This Ordinance deletes the Chief of Police and City Clerk from the earlier code (Section 31.01), creates a chapter for the provisions on the City Clerk and moves the definition of City Marshal (same as Chief of Police) to the chapter on the Police Department.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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):

This merely a cleanup ordinance. There is no fiscal impact related to this item.

Attachments

Ordinance No. 389
Ord No. 281 passed 2009
Ord No. 331 passed 2014



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 389

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA CLEANING UP SECTIONS OF THE CITY CODE REGARDING THE APPOINTMENT OF OFFICERS; REPEALING ALL CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, in 1982, City Council passed Ordinance No. 282 establishing a Town Code;

WHEREAS, Section 3-1-1 of the 1982 Town Code included that the City Clerk and the Chief of Police as officers who served at the pleasure of City Council;

WHEREAS, on December 22, 2009, City Council passed Ordinance No. 281, which provides that the City Manager shall appoint the Chief of Police, the City Council shall confirm the appointment and approve the employment contract, and the Chief of Police serves at the pleasure of the City Manager;

WHEREAS, on November 12, 2014, City Council passed Ordinance No. 331, which provides that the City Manager shall appoint the City Clerk subject to ratification by the City Council;

WHEREAS, the 1982 provisions for City Clerk and Chief of Police that contradict the later ordinances remained in the current code under Chapter 31 at Section 31.01;

WHEREAS, Chapter 31 should only contain those offices that serve at the pleasure of the City Council;

WHEREAS, Section 31.21 regarding the Clerk should be moved to a Chapter created for the Clerk; and

WHEREAS, Section 31.22 regarding the Chief of Police should be moved to Chapter 32 regarding the Police Department;

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

Section 1. City Code Section 31.01 shall be amended to read:

§31.01 OFFICERS.

There is hereby created the offices of City Manager, City Attorney and City Magistrate who shall be appointed by the Council, and who shall serve at the pleasure of the Council, but subject to § 31.26.

Section 2. City Code Section Number 31.21 shall be reserved and shall read:

§31.21 RESERVED.

Section 3. There shall be created in the City Code a new Chapter numbered 31A and titled, "City Clerk."

Section 4. The contents of City Code Section 31.21 shall be renumbered in Chapter 31A. as Section 31A.01 and shall read:

§ 31A.01 CITY CLERK.

(A) *Creation of office; appointment; duty and responsibility generally.* The Office of the City Clerk is created and established. All officers and employees assigned to that office shall perform their duties subject to the supervision of the City Clerk, who shall report directly to the City Manager. The City Clerk shall supervise the department in accordance with applicable personnel ordinances and shall exercise such powers and perform such duties as are conferred and required by applicable ordinance, resolution or other lawful directives. The City Clerk shall be appointed and removed by the City Manager subject to ratification of the Council, and shall serve and receive such compensation as shall be determined in accordance with applicable personnel policies. It shall be the duty of the City Clerk, or his or her deputy or designee, to attend all meetings of the Council unless by request he or she is excused therefrom by the Mayor individually or by the Council. The City Clerk shall be responsible for recording minutes and presenting them to the Council for approval.

(B) *Specific duties.* The duties of the Clerk shall be as follows:

(1) *Signatures.* The Clerk shall seal and attest all licenses, permits and such other documents as shall require the formality.

(2) *Treasurer.* The duties of treasurer of the city shall be delegated to the Finance Director, who shall have the care, control and custody of the money of the city.

(3) *Agendas.* The Clerk shall prepare the agenda of Council meetings.

(4) *Elections.* The Clerk shall be in charge of and responsible for the conduct of all city elections.

(5) *Records management.* The Clerk shall be the custodian of all city records, as follows:

(a) *Documents not assigned to other officers.* The Clerk shall be the custodian of all documents belonging to the city which are not assigned to the custody of some other officer.

(b) *Maintenance of indices.* The Clerk shall keep and maintain a proper index to all documents and records kept by the clerk for easy access thereto and use thereof may be had.

(c) *Maintenance of official documents and records.* The Clerk shall maintain all official documents and records of the city.

(6) *Additional duties.* In addition to the duties provided in this section, the Clerk shall perform such other duties and functions as may be required by statute, ordinance, or other direction of the Mayor and City Council

Section 5. City Code Section Number 31.22 shall be reserved and shall read:

§31.22 RESERVED.

Section 6. The contents of City Code Section 31.22 defining the City Marshal as the Chief of Police shall be incorporated into City Code Section 32.01 and Section 32.01 shall read:

§ 32.01 CREATED; COMPOSITION.

There is hereby established a Police Department. The Police Department shall be composed of a chief and other personnel as are authorized by the Council. The City Marshal shall be the Chief of Police.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____ day of February, 2019.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

ORDINANCE NO. 281

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING THE CITY CODE BY REPEALING THE POSITION OF PUBLIC SAFETY DIRECTOR AND AMENDING PROVISIONS REGARDING THE POLICE DEPARTMENT AND THE FIRE DEPARTMENT; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY

Whereas, the City of San Luis pursuant to Ordinance No. 245 created the position of Public Safety Director and eliminated the positions of Chief of Police and Fire Chief;

Whereas, the position of Public Safety Director was never filled; and

Whereas, the City Council desires to eliminate the position of Public Safety Director and return to an organizational structure of a Police Department headed by a Chief of Police and a Fire Department headed by a Fire Chief;

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

Section 1: Section 3-2-8 of the City Code of the City of San Luis, entitled Public Safety Director, is hereby repealed.

Section 2: Section 4-1-1 of the City Code is hereby amended to read as follows:

Sec. 4-1-1 Created; Composition

There is hereby established a police department. The police department shall be composed of a chief and such other personnel as are authorized by the council.

Section 3: Section 4-1-2 of the City Code is hereby amended to read as follows:

Sec. 4-1-3 Composition of Officers

The Chief of Police shall be appointed by the City Manager, whose appointment shall be confirmed by the City Council, and shall serve at the pleasure of the City Manager on such terms and conditions as may be approved by the City Council. The Chief of Police shall be subject to the direction of the City Manager. The City Manager shall provide for the appointment of as many police officers as may from time to time be deemed necessary for the safety and good order of the city.

Section 4: Section 4-1-4 of the City Code is hereby amended to read as follows:

Sec. 4-1-4 Departmental Rules and Regulations

The police department shall be operated and managed in accordance with such departmental rules and regulations as may from time to time be recommended by the chief of police and approved by the city manager.

Section 5: Section 4-2-1 of the City Code is hereby amended to read as follows:

Sec. 4-2-1 Created; Composition

There is created a Fire Department for the city which shall consist of a Fire Chief and as many firemen as may from time to time be deemed necessary by the City Manager for the safety and good order of the city.

Section 6: Section 4-2-2 of the City Code is hereby amended to read as follows:

Sec. 4-2-2 Departmental Rules and Regulations

The Fire Department shall be operated and managed in accordance with such departmental rules and regulations as may from time to time be recommended by the Fire Chief and approved by the City Manager.

Section 7: Section 4-2-3 of the City Code is hereby amended to read as follows:

Sec. 4-2-3 Compensation

The Fire Chief and the firemen shall be compensated as may be determined by council.

Section 8: Section 4-2-4 of the City Code is hereby amended to read as follows:

Sec. 4-2-4 Appointment, Powers and Duties of Chief

The Fire Chief shall be appointed by the City Manager, whose appointment shall be confirmed by the City Council, and shall serve at the pleasure of the City Manager on such terms and conditions as may be approved by the City Council. The Fire Chief shall be subject to the direction of the City Manager. It shall be the duty of the Fire Chief to:

- A. Be accountable for the personnel, morale and general efficiency of the fire department;
- B. Direct the operations of the fire department, subject to the rules and regulations thereof;
- C. Be present at all fires, if possible, and plan and direct the extinguishment thereof. During the progress of a fire the authority of the fire chief shall be absolute in all matters directly concerning the extinguishment of fire and the disposition of property endangered by it;
- D. Conduct suitable drill or instruction in the operation and handling of equipment, first aid and rescue work, salvage, a study of buildings in the city, water supplies and all other matters generally considered essential to good firemanship and safety of life and property from fire;
- E. Assist the proper authorities in suppressing the crime of arson by investigating or causing to be investigated the cause, origin and circumstances of all fires;
- F. Inspect buildings and premises and serve written notice upon the owner or occupant to abate, within a specified time, any and all fire hazards that may be found. For the purpose of conducting such inspection, the chief is empowered to enter any and all buildings and premises within the city at any reasonable hour. Any person served with such written notice shall comply and notify the chief of his compliance within a reasonable time;
- G. Keep complete records of all fires, inspections, apparatus and equipment personnel and other information about the work of the department open to inspection by the city manager and furnish to the city manager such information upon request;
- H. Enforce or cause to be enforced all ordinances, laws and regulations of the city and state, insofar as they pertain to fire and safety.

Section 8: Section 4-2-5 of the City Code is hereby amended to read as follows:

Sec. 4-2-5 Appointment and Duties of Firemen

The City Manager shall provide for the appointment of as many firemen as may from time to time be deemed necessary for the safety and good order of the city. The firemen shall be subject to supervision by the Fire Chief.

Section 9: In the event of a conflict between the provisions of this Ordinance and any other ordinance, code, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced.

Section 10: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 22nd day of December, 2009.



Juan Carlos Escamilla, Mayor

ATTEST:




Sonia Guello, City Clerk

APPROVED AS TO FORM:



Glenn J. Gimbut, City Attorney

CONFORMED COPY
2014-25212 MISCELLANEOUS
11/25/2014 11:29:41 AM Pages: 6 Fees: \$8.50
Requested By: CITY OF SAN LUIS
Recorded By: nvasquez
Robyn Stallworth Pouquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

CAPTION HEADING:

Ordinance No. 331:
Amending the San Luis City Code Title III-Administration



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 331

AN ORDINANCE OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE TITLE III-ADMINISTRATION; CHAPTER 31-CITY OFFICERS; CHAPTER 32-POLICE DEPARTMENT; CHAPTER 33-FIRE DEPARTMENT AND CHAPTER 35-FINANCES; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council adopted the San Luis City Code on October 10, 2012; and,

WHEREAS, there is a need periodically to update said Code to reflect current conditions; and,

WHEREAS, current city operations are not reflected in the administrative positions as described in Chapter 31 and Chapter 32, and therefore need to be updated; and,

WHEREAS, Chapter 33, Fire Department, contains certain references to Fire Codes that have been superseded and therefore need to be amended; and,

WHEREAS, Chapter 35 of the City Code has remained unchanged since the City of San Luis was first incorporated as a Town more than thirty years ago, at a time when the City Manager controlled all operations concerning city finances and the duties of finance director, and, as a result only reflect the form of use of warrants in the event the issuance of warrants becomes necessary; and,

WHEREAS, current city financial operations are conducted by a finance department, yet these operations are not reflected in Chapter 35, therefore, it is desired to update these provisions to coincide with current operations; and,

WHEREAS, Chapter 35, City Tax Code needs to be updated to reflect the most recent tax code amendments that have been adopted by City Council.

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

SECTION 1: That Chapter 31, City Officers, § 31.02, Treasurer and Collector of Taxes, of the City Code of the City of San Luis, Arizona shall be and is hereby repealed.

SECTION 2: That Chapter 31, City Officers, § 31.20, City Manager, subsection 31.20(A)(5)(i) of the City Code of the City of San Luis, Arizona regarding the powers and duties of the City Manager shall be amended to read as follows:

(i) Supervise the purchase of all materials, supplies, and equipment for which funds are provided in the budget; let contracts necessary for operation or maintenance of city services in accordance with the purchasing provisions of the City Code; receive sealed bids for purchase or contracts in accordance and present them to Council for approval in accordance with the purchasing provisions of the City Code or state or federal law, and advise the City Council on the advantages or disadvantages of contract or bid proposals. The Manager may issue rules governing purchasing procedures within the administrative organization as Council shall approve.

SECTION 3: That Chapter 31, City Officers, Section 31.21, City Clerk, of the City Code of the City of San Luis, Arizona shall be amended to read as follows:

§ 31.21 City Clerk.

(A) Creation of office; appointment; duty and responsibility generally.

The Office of the City Clerk is created and established. All officers and employees assigned to that office shall perform their duties subject to the supervision of the City Clerk, who shall report directly to the City Manager. The City Clerk shall supervise the department in accordance with applicable personnel ordinances and shall exercise such powers and perform such duties as are conferred and required by applicable ordinance, resolution or other lawful directives. The City Clerk shall be appointed and removed by the City Manager subject to ratification of the Council, and shall serve and receive such compensation as shall be determined in accordance with applicable personnel policies. It shall be the duty of the City Clerk, or his or her deputy or designee, to attend all meetings of the council unless by request he or she is excused therefrom by the Mayor individually or by the Council. The City Clerk shall be responsible for recording minutes and presenting them to the council for approval.

(B) Specific duties.

The duties of the clerk shall be as follows:

(1) Signatures. The clerk shall seal and attest all licenses, permits and such other documents as shall require the formality.

(2) Treasurer. The duties of treasurer of the city shall be delegated to the finance director, who shall have the care, control and custody of the money of the city.

(3) Agendas. The clerk shall prepare the agenda of council meetings.

(4) Elections. The clerk shall be in charge of and responsible for the conduct of all city elections.

(5) Records management. The clerk shall be the custodian of all city records, as follows:

a. Documents not assigned to other officers. The clerk shall be custodian of all documents belonging to the city which are not assigned to the custody of some other officer.

b. Maintenance of indices. The clerk shall keep and maintain a proper index to all documents and records kept by him, so that ready access thereto and use thereof may be had.

c. Maintenance of official documents and records. The clerk shall maintain all official documents and records of the city.

(6) Additional duties. In addition to the duties provided in this section, the clerk shall perform such other duties and functions as may be required by statute, ordinance, or other direction of the mayor and city council.

SECTION 4: That Chapter 31, City Officers, § 31.22, City Marshal, of the City Code of the City of San Luis, Arizona be amended to read as follows:

The Marshal shall be the Chief of Police.

SECTION 5: That Chapter 32, Police Department, § 32.03, of the City Code of the City of San Luis, Arizona be amended to delete “Tax Collector” from the duties of the Chief of Police.

SECTION 6: That Chapter 33, Fire Department, § 33.09, Acknowledgment of Right-of-Way, of the City Code of the City of San Luis, Arizona be amended to change 600 feet to 500 feet to be consistent with State law.

SECTION 7: That Chapter 33, Fire Department, § 33.10, Fire Alarms, of the City Code of the City of San Luis, Arizona be amended to change the title of this section to “False Fire Alarms” and further amended to read as follows:

It is unlawful for any person knowingly to turn in or cause to be turned in a false fire alarm.

SECTION 8: That Chapter 33, Fire Department, § 33.12, Adoption of the Uniform Fire Prevention Code, of the City Code of the City of San Luis, Arizona be repealed as this section has been superseded by § 150.008 of the San Luis City Code entitled “ADOPTION OF NFPA1: UNIFORM FIRE CODE 2003.”

SECTION 9: That the title of Chapter 35, Finances, of the City Code of the City of San Luis, Arizona is hereby amended to be “Chapter 35, Finance Department.”

SECTION 10: That Chapter 35, Finances, §35.01, Issuance of Warrants, of the City Code of the City of San Luis, Arizona is hereby renumbered to be §35.02.

SECTION 11: That §35.01, Finance Department; Creation; Composition; Finance Officer’s Duties; Bond shall be added to the City Code of the City of San Luis, Arizona to read as follows:

§35.01 Finance Department; Creation; Composition; Finance Officer’s Duties; Bond

(A) There is created a finance department.

(B) The finance department shall consist of the finance officer, who shall be the head of the department and all employees assigned thereto. All such employees shall perform their duties subject to the supervision of the finance officer, who shall operate under the direction of the manager and report to the manager. The finance officer shall supervise the department in accordance with the personnel policies of the city and shall exercise such powers and perform such duties as are customarily conferred and required by this Code, applicable ordinances, resolutions or lawful directives. The finance officer shall be appointed by the manager and shall be in the classified service of the city. It shall be the duty of the finance officer to:

- (1) Monitor and oversee the city accounting system.
- (2) Be responsible for implementing the purchasing rules and regulations of the city in accordance with Chapter 36 of the City Code
- (3) Exercise general supervision and control over all inventories of the city.
- (4) Administer and serve as liaison for assessment collection of city's privilege taxes.
- (5) Encumber funds.
- (6) Oversee the collection of enterprise revenues in conjunction with the Utilities Department of the City.
- (7) Oversee grants and intergovernmental agreements and provide financial liaison and coordinating assistance to participating agencies and city departments.

- (8) Coordinate annual audit activities with independent auditors.
- (9) Oversee city payroll in conjunction with the Human Relations Department of the City.
- (10) Pay lawful bills submitted to the city in accordance with the budget adopted by the council and appropriations made by the council.
- (11) Oversee and supervise, in a reasonable and prudent manner, investments of city monies in accordance with city policies and state law.

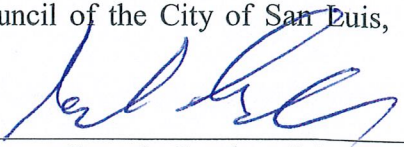
(C) As the office shall be performing the duties of Treasurer, it shall be subject to those bonding provisions of state law.

SECTION 12: That Chapter 35, Finances, § 35.15, City Tax Code, "ADOPTED BY REFERENCE", of the City Code of the City of San Luis, Arizona be amended to show the most recent City Tax Code amendments that have been adopted by Ordinance.

SECTION 13: In the event of a conflict between the provisions of this Ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this Ordinance shall govern.

SECTION 14: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction such decision shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 12th day of November 2014.



Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney



AGENDA ITEM REVIEW FORM

Work Session

2.E.

Meeting Date: 03/06/2019

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

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

Action Requested:

ITEM:

Discussion and possible directions to staff on any and all matters regarding the proposal of a contract between the City of San Luis and La Cachimba Promotions for musical performances for the 4th of July Celebration event. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

Year after year the Parks & Recreation Department has strived in providing our community with great entertainment for our 4th of July festivities. This year, we are working very hard to continue to amaze our community with great musical performances that make their 4th of July experience memorable. That is why we currently have a proposal regarding an amazing musical guests Los Chatos, La Cachimba & Inspector, for our 4th of July event. These musical performers provide a festive and upbeat musical act that we believe our community will enjoy. Inspector is a Ska band from Nuevo Leon, Mexico who has produced many hits such as Amargo Adios and toured many countries around the world. Los Chatos are a rock band who perform tributes to many legendary rock bands in the United States & Mexico. La Cachimba is a Calexico/Mexicali band who will perform Spanish rock classics for our community during our Fourth of July celebration. We are confident that these musical performers will provide a great atmosphere and amazing live entertainment for our community who deserve the very best Fourth of July Celebration.

Staff would like to present this contract as a potential musical performance for the upcoming Fourth of July Celebration. Staff is currently working on other bands who may be able to participate in this celebration as well. Once the agreements are received, staff will once again present them to Council for direction. Staff is also open to any recommendations and directions from Council so that this Fourth of July Celebration can be a great success.

If Council decides to recommend moving forward with the musical guests mentioned above, staff would like to consider the promoter, Eder Flores doing business as La Cachimba Promotions, to be the sole source provider since he is the Authorized Agent/Business Manager for La Cachimba, Los Chatos and Inspector. Musical artists are unique. Therefore under Purchasing Code §36.02 - Exclusive Services, where Mr. Flores is the sole provider in booking these professional musical performers, other quotes or bidding is not required. Staff would request that City Council approve the contract between the City of San Luis and professional musical bands, la Cachimba, Los Chatos and Inspector, whose manager is Mr. Eder Flores for the 2019 Fourth of July Celebration.

If this request of sole source provider were to be approved, staff is requesting to use a prepaid account to pay the deposit of \$4,400.00. Per the Performance Agreement Section 2: Compensation, as compensation for such concert, the City shall on or before the end of the first set of the performance on the date of the concert pay the Representative, a total fee of \$8,800.00. The City agrees to pay one-half

of this fee on or before March 21, 2019, and the remainder on or before the time of performance on July 04, 2019.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$8,800.00
BUDGETED AMOUNT: Budgeted for Fiscal Year 2019
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services -
100-145-80005

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

Fiscal impact as described above.

Attachments

Band Contract
Exclusive Service / Sole Source Request
Invoice

PERFORMANCE AGREEMENT

This agreement ("Agreement") is made this ____ day of March 2019, the date of the last Party to sign, between Eder Ramiro Flores doing business as La Cachimba Booking of 920 West L. Moreno Street, Calexico, CA 92231 (the "Representative") and the City of San Luis, incorporated under the laws of Arizona, having its principal office at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (the "City"). The Representative represents La Cachimba, Los Chatos, and Inspector (the "Bands"). The City and the Representative may be referred to individually as the "Party" and collectively as the "Parties."

SECTION 1. PERFORMANCE OF CONCERT

Pursuant to the terms and provisions of this Agreement, Representative shall cause the Bands to perform a concert at the Joe Orduño Park, 965 North Park Avenue, San Luis, Arizona, at approximately the following times:

- Los Chatos at 7:15 p.m. on July 4th, 2019 for the duration of one hour.
- La Cachimba at 8:30 pm on July 4th, 2019 for the duration of one hour.
- Inspector at 10:30 pm on July 4th, 2019 for the duration of one hour and fifteen minutes.

City shall be responsible for providing the stage and any public address or sound equipment for the performance.

SECTION 2. COMPENSATION

As compensation for such concert, the City shall on or before the end of the first set of the performance on the date of the concert pay the Representative, a total fee of \$8,800.00. The City agrees to pay one-half of this fee on or before March 21, 2019 and the remainder on or before the time of performance on July 4, 2019.

SECTION 3. SECURITY

City shall provide sufficient security so that no unauthorized person will have access to the stage area or backstage area. The Representative will provide names of persons or guests authorized to be backstage. If security backstage passes and/or laminates are to be used, a representative of the Representative will supply to the City a photo copy of the pass system to be used for the performance.

City shall also provide security for the purpose of the general safety of the event.

City shall take reasonable precautions to prevent theft or damage of the Representative's musical instruments and equipment set-up for the performance under this Agreement.

**SECTION 4.
ADVERTISING**

The City agrees to use its best efforts to promote the performance under this Agreement in local media and community calendars. The Representative shall supply to the City graphics and/or photos to support the promotion.

**SECTION 5.
NO RECORDING**

The concert to be given under this Agreement shall not be broadcast or recorded in any manner or form, without the prior, express, and written consent of Representative.

**SECTION 6.
INABILITY OF THE REPRESENTATIVE TO PERFORM**

Neither Representative nor the Band shall be liable to City for Band's failure to appear or perform by reason of or due to the illness or physical disability, except for return of all monies paid under this Agreement.

**SECTION 7.
CANCELATION**

If a Party cancels for reasons other than those in Section 6, the following liquidated damages apply. In the event that the City or the Representative cancels the concert 14 to 35 days before the date of the performance under this Agreement, the cancelling Party will pay the other Party one-half (50%) of the fee in the amount of \$4,400.00 as liquidated damages. In the event the City or the Representative cancels the concert 13 days or fewer before the performance, the cancelling Party will pay the other Party the full amount of the fee of \$8,800.00.

**SECTION 8.
INSURANCE**

The Representative shall at its expense, for the performance contracted hereunder: (1) insure the instruments and equipment belonging to the Representative against, theft, loss or damage; (2) carry public liability insurance providing for a minimum of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and/or accident, \$2,000,000.00 aggregate, and \$1,000,000.00

for property damage; and (3) procure a policy for accident or damages on or to the premises, under the control or use of Joe Orduño Park, in the amounts set forth in item (2) above.

The Representative shall procure, pay for, and deliver to City the policies of insurance covering the risks described in the preceding paragraph. All insurance companies issuing such policies shall have what is commonly known as an "A" rating with A.M. Best Company and shall insure City. Certificates of insurance shall be delivered to City before the effective date of this Agreement, and new policies shall be delivered fourteen (14) days before the old policies expire. If the Representative fails to deliver the policies in the manner stated to City, City may obtain the required policies and charge their costs to the Representative, and the City may deduct these costs from any sums due and owing to the Representative. If the policy or policies of insurance is/are a "claims made" policy, it/they shall be maintained for two (2) years following termination of this Agreement.

All such insurance policies shall be first payable in case of loss by means of a standard noncontributory clause, shall be written by such companies, on such terms, in such form and for such periods and amounts as the City shall from time to time designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of the Representative or City, shall provide that with respect to the City, the insurance shall not be invalidated by any action or inaction by the Representative, including but not limited to any representations made by the Representative in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least [30] days' prior written notice to the City. The Representative grants the City full power and authority as attorney irrevocable of the Representative to cancel or transfer such insurance, to collect and endorse any checks issued in the name of the Representative and to retain any premium and to apply the same to the obligations promised by this Agreement.

SECTION 9. ASSIGNMENT

Neither Party shall assign or transfer this Agreement without the prior, express, and written consent of the other Party.

SECTION 10. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand through a process server to the Party or by overnight delivery service the Party at that Party's address stated at the top of this Agreement. Any Party may change its notice address by giving written notice of the change in accordance with this section.

**SECTION 11.
GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of Arizona. The venue for any cause of action shall be in the courts of the State of Arizona.

**SECTION 13.
ARBITRATION OF DISPUTES**

All disputes, claims, and questions regarding the rights and obligations of the Parties under the terms of this Agreement are subject to arbitration. Either Party may make a demand for arbitration by filing such demand in writing with the other Party within 30 days after the dispute first arises. After such demand, arbitration shall be conducted by an arbitrator agreed to by both Parties acting under the rules of commercial arbitration of the American Arbitration Association.

**SECTION 14.
MISCELLANEOUS PROVISIONS**

Required e-verify: Pursuant to A.R.S. §41-4401(A), the Representative warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A, e-verify. A breach by the Representative of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works under this Agreement to ensure that the Representative or Representative's subcontractor or subcontractors are complying with this warranty.

Notice of Arizona Conflict of Interest Law: This contract is subject to cancellation if there is a conflict of interest under the provisions of A.R.S. § 38-511.

Non-Liability of City Officials and Employees: Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to the Representative, 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 Representative or successor, or under any obligation under the terms of this Agreement.

Israel Certificate: Representative hereby certifies that it is not boycotting Israel nor will it boycott Israel for the duration of this Agreement.

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

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

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

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

Timing: Time is of the essence.

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

SECTION 15. BUSINESS LICENSE

Representative shall obtain a City of San Luis, Arizona business license before the City shall make any payments.

SECTION 16. SEVERABILITY

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

SECTION 17. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

SECTION 18. MODIFICATION OF AGREEMENT

Any modification of this Agreement, rider or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each


Party or an authorized representative of each Party.

The Parties have executed this Agreement in the day, month and year first set forth above.

City of San Luis, Arizona

La Cachimba Booking

Tadeo Azael De La Hoya
City Manager



Eder Flores
Representative for Los Chatos, La Cachimba,
& Inspector.

Attest:

Approved as to form

Sonia Cornelio
City Clerk

Kay Marion Macuil
City Attorney



City of San Luis

Parks & Recreation Department

Recreation Youth Center Cultural Center Aquatic Center Parks

Exclusive Service/Sole Source Request

February 16, 2019

To: Monica Castro, Finance Director

 Angelica Cifuentes, Procurement and Budget Compliance Officer

From: Louie Galaviz Parks and Recreation Director

 Jesus Meza Asst. Parks and Recreation Director

RE: Contract with Eder Flores doing business as La Cachimba Promotions (Authorized Agent/Business Manager for La Cachimba, Los Chatos and Inspector)

Requesting under §36.02 if there is one firm, company, or individual capable of providing the service or commodity, and that service or commodity cannot be acquired from others, those services or commodities can be acquired without bidding. Since there is no requirement of bidding pursuant to this section, a waiver by Council when it approves such a purchase is not required. It is appropriate that there be a written explanation explaining why quotes were not obtained. Because this is a unique service, because if one wishes a concert performance from these particular performing artists, it is something that cannot be acquired from others, bidding would serve no purpose other than unnecessary time, expense, and effort on the part of city staff. This memo is offered as that explanation.

Louie Galaviz



Parks and Recreation Director

Eder Flores**INVOICE**

920 W L Moreno St.
 Callexico, CA 92231

INVOICE #1019
 DATE: 2/16/2019

TO:
 City of San Luis
 Parks & Recreation Department
 1015 N. Main Street
 San Luis, AZ 85349
 (928) 341-8535

MANAGER	P.O. NUMBER	REQUISITIONER	CONTACT PERSON	EVENT DATE	TERMS
Eder Flores	N/A	Parks & Recreation Dept.	Jesus Meza	July04, 2019	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Entertainment performance deposit requested for La Cachimba, Los	\$4,400.00	\$4,400.00
	Chatos and Inspector, professional entertainers participating in the 2019		
	Fourth of July Celebration on Thursday July04, 2019 at the Joe Orduño		
	Park from 6:00 pm – 12:00 am. Deposit is requested to be made by		
	Thursday March 21, 2019 to secure booking of entertainment		
	Performances.		
1	Remaining balance due at the end entertainment performance	\$4,400.00	\$4,400.00
	on Thursday July04, 2019.		

SUBTOTAL	\$8,800.00
SALES TAX	\$0.00
SHIPPING & HANDLING	n/a
TOTAL DUE	\$8,800.00

Make all checks payable to Eder Flores.

THANK YOU FOR YOUR BUSINESS!



AGENDA ITEM REVIEW FORM

Work Session

2.F.

Meeting Date: 03/06/2019

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the proposal of an agreement contract between Radikal Magazine and the City of San Luis for a baseball exhibition game between the Tomateros de Culiacan, Sinaloa and Cañeros de Los Mochis, Sinaloa or Mayos de Navojoa, Sonora on Saturday September 27, 2019 at the Joe Orduño Park. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

Baseball exhibition games have been a huge success in our City for the last couple of years. Game after game, the community has attended to watch great games between outstanding professional baseball leagues. Due to the great success these exhibitions have created, we have been hosting two games per year and this year staff wants to create a baseball exhibition like no other.

Staff is seeking direction in regards to bringing two great baseball teams that staff believes will attract a huge community not only from our City but of Yuma County. Currently, staff is working with Radikal Magazine to create a Fall Baseball Exhibition event in which Los Tomateros de Culiacan, Sinaloa would play against either Los Cañeros de Los Mochis, Sinaloa or Los Mayos De Navojoa, Sonora. The three teams belong to the Mexican Pacific League and they have all had great baseball seasons with a huge fan base.

If City Council recommends moving forward with this agreement, staff considers Radikal Magazine to be the sole source provider since they are the only agency who can sign and bring Los Tomateros de Culiacan, Sinaloa, Los Cañeros de Los Mochis, Sinaloa or Los Mayos de Navojoa, Sonora to our City to participate in such event. Per Purchasing Code §36.02 - Exclusive Services, where Radikal Magazine is the sole provider in booking these professional baseball teams, therefore, other quotes or bidding is not required.

If the consideration of Radikal Magazine to be a sole source provider is agreed upon, staff would move forward and request to use a prepaid account to pay the deposit of \$4,000.00. Per Agreement Section Three: Duties of the City, 3.5 Fee: the CITY shall pay \$8,000.00 U.S dollars to RADIKAL MAGAZINE. The first payment of \$4,000.00 will be made upon signing of this Agreement and will save the September 27, 2019 date the second payment of \$4,000.00 U.S dollars will be made on September 27, 2019, before the start of the event.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$8,000.00
BUDGETED AMOUNT: Budgeted for Fiscal Year 2019
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services -
100-145-80005

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

Fiscal impact as described above.

Attachments

Baseball Exhibition Contract - Fall 2019
Radikal Magazine Invoice

**AGREEMENT FOR
FALL LMP BASEBALL IN SAN LUIS, ARIZONA 2019**

This agreement ("Agreement") made this 05 day of Feb. 2019 (the date of the last signature) between Radikal Magazine, L.L.C., P. O. Box 2197, San Luis, Arizona ("RADIKAL MAGAZINE"), and the City of San Luis, Arizona P.O. Box 1170, 1090 East Union Street, San Luis, Arizona ("CITY"). RADIKAL MAGAZINE and the CITY may be referred to singularly as the "Party" and collectively as the "Parties."

**SECTION ONE.
EVENT**

Under the terms of this Agreement, a baseball game shall be held in San Luis, Arizona on September 27, 2019, with the teams Tomateros de Culiacan, Sinaloa vs. Cañeros de Los Mochis, Sinaloa or Mayos de Navojoa Sonora. The teams will arrive at 4:00pm, September 27, 2019.

**SECTION TWO.
DUTIES OF RADIKAL MAGAZINE**

- 2.1 RADIKAL MAGAZINE shall provide the participating teams for the game at the on the date, time and place described in Section One above.
- 2.2 RADIKAL MAGAZINE shall coordinate media interviews with participating players and team staff with the CITY.
- 2.3 RADIKAL MAGAZINE shall manage and oversee all communication with both teams, including all travel logistics, and coordination with teams on site in San Luis, Arizona.
- 2.4 RADIKAL MAGAZINE shall provide support and advice regarding public relations (P.R.), social media, marketing, and advertising.
- 2.5 RADIKAL MAGAZINE shall assist in game broadcast communication with the teams and LMP league office.

**SECTION THREE.
DUTIES OF THE CITY**

- 3.1 Food: The CITY shall provide dinner for both teams (40 to 60 per team including players, coaches and staff per team) for a maximum of 100 people per meal, 1 meal total on September 27, 2019 (dinner).
- 3.2 Game Expenses: The CITY shall supply, baseballs, shall pay umpires, and shall pay any other normal game operations expenses.

3.5 Fee: The CITY shall pay \$8,000 U.S. dollars to RADIKAL MAGAZINE. The first payment of \$4,000.00 will be made upon signing of this Agreement and will save the September 27, 2019 date the second payment of \$4,000.00 U.S. dollars will be made on September 27, 2019, before the start of the event.

**SECTION FOUR.
REVENUE**

The CITY will retain 100 percent of game revenue, including gate receipts, sponsorships, concessions, parking and any other income related to the game.

**SECTION FIVE.
INSURANCE**

5.1 RADIKAL MAGAZINE agrees to indemnify and defend the CITY its officers, agents, representatives, and employees and to release and hold them harmless from and against all liability or loss, and from and against all claims or actions based on or arising out of damage or injury (including death) to the players on the participating teams, their staff, their coaches and or their property caused by or sustained in connection with the September 29, 2017 game and associated room and meals being contracted for herein.

5.2 Liability pursuant to the indemnification in this Agreement, the CITY shall purchase and maintain insurance during the term of this contract, the insurance coverage listed below with the CITY as principle and RADIKA MAGAZINE as an additional.

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability, including:</u> Personal-Injury Liability Independent Contractors Liability	\$1,000,000 Combined Single Limit, per occurrence and \$2,000,000 general aggregate

**SECTION SIX.
COMPLIANCE WITH THE LAW**

6.2 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

6.2 Employment Eligibility. RADIKAL MAGAZINE warrants it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the

legal right to inspect the papers of RADIKAL MAGAZINE to ensure that RADIKAL MAGAZINE complies with this warranty.

- 6.3 RADIKAL MAGAZINE certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.
- 6.4 RADIKAL MAGAZINE agrees it will comply with all federal, state, and local laws, rules and regulation.
- 6.5 RADIKAL MAGAZINE shall obtain a San Luis Business License on or before the CITY issues its first payment under this Agreement

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

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

and addressed to the respective Parties as follows:

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

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

If to RADIKAL MAGAZINE
 Gary Snyder
 Radikal Magazine, L.L.C.
 P.O. Box 2197 (by United States Postal Service)
 San Luis, Arizona 85349

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

approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

All communication regarding coordination of event with RADIKAL MAGAZINE will be with Gary Snyder at snyderelitebaseballacadamy@gmail.com or by telephone at (928) 257-7290.

- 7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.
- 7.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the Agreement.
- 7.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. The RADIKAL MAGAZINE represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The RADIKAL MAGAZINE and the CITY warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.
- 7.5 Amendment. This Agreement may be amended, in whole or in part, only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.
- 7.6 Severability. If any other provision is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 7.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Maricopa County or Pima County, Arizona, and the Parties waive any right to object to such venue.
- 7.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Agreement or to enforce a provision, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

- 7.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action.
- 7.10 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, agency or similar relationship between the Parties.
- 7.11 Force Majeure. If RADIKAL MAGAZINE or the CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended, rescheduled or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, weather events, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.
- 7.12 Time is of the essence.
- 7.13 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. This provision applies only to this entire Agreement only.
- 7.14 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original.

The Parties have executed this Agreement the day and year set forth above.

City of San Luis, Arizona

Tadeo A. De La Hoya, City Manager

ATTEST:

Sonia Cornelio, City Clerk

Radikal Magazine, L.L.C.

Gary Snyder

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

RADIKAL

MAGAZINE
Ph 928.257.7290

ADVERTISEMENT CONTRACT

CONTRATO DE PUBLICIDAD

BUSINESS NAME: San Luis Park & Rec
 NOMBRE DEL NEGOCIO
 ADDRESS: 965 N. Park Ave 85349 / PO Box 1170
 DIRECCION
 PHONE: 928 341-8535 FAX: 928 627-0153
 TELEFONO
 CONTACT: Louie Galaviz TITLE: Director Park & Rec
 CONTACTO TITULO
 EMAIL: lgalaviz@cityofsanluis.org PH/CEL _____

ADVERTISEMENT SPECIFICATIONS ESPECIFICACIONES DE PUBLICIDAD

CIRCLE ONE OR ALL THAT APPLY CIRCULAR UNO O TODOS LOS QUE APLIQUEN

One Exhibition game

FULL PAGE
PAGINA COMPLETA

BACK COVER
PAGINA COMPLETA

Caneros vs Tomateros
may 25

CIRCLE ONE OR ALL THAT APPLY CIRCULAR UNO O TODOS LOS QUE APLIQUEN

CONTRACT 1 MONTH 3 MONTH 1 YEAR
 CONTRATO
1 Game

FROM Sept 27, 2014 TO Sept 28, 2014
 DEL _____ A _____

LEGAL NOTE

NOTA LEGAL

Upon signing this contract you full understand Radical Enterprises policy and procedures.

This legal document will be used to obtain any debt not returned from the day of expiration in case debt had not yet been liquidated.

Prices are subject to change without notice and Radical Enterprises reserves the right to cancel any contract and stop any publication for any reason.

50% of entire advertisement cost is due upon signing this contract and is non refundable

Color may vary up to 20% of its original print and

Radical Enterprises is not liable for any updates or changes by its consumers. Radical Enterprises Policy and Procedures for more details at www.radikalenterprises.com

No refunds only make goods

REP

REPRESENTANTE

SIGNATURE Roberto Galaviz DATE Feb 1, 2014
 FIRMA _____ ECHA _____

ISSUES	<u>\$8,000</u>
PUBLICACIONES	_____
TOTAL	_____
DISCOUNT	_____
DESCUENTO	_____
SUBTOTAL	_____
OWES	<u>\$8,000</u>
DEBE	<u>\$8,000</u>



AGENDA ITEM REVIEW FORM

Work Session

3.A.

Meeting Date: 03/06/2019

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a possible lien on the lease for the Regional Center for Border Health's facility at 1896 East Babbit Lane and in favor of Western Alliance Bank as part of the Medical Mall project of Regional Center for Border Health. **(Glenn Gimbut, Assistant City Attorney)**

SUMMARY:

The Regional Center for Border Health (Border Health) is in the process of building a Medical Mall to be located just off Avenue E near 24th Street. Western Alliance Bank is providing construction financing. The U.S. Department of Agriculture (USDA) is providing permanent financing. One of the conditions of the construction loan is that Border Health grant Western Alliance Bank a lien on all property interests of Border Health. One of those property interests is a 2001 lease for land parcels the San Luis Public Health Community Facilities District (District) entered into with Border Health. It is a thirty-year lease which ends in December 2031 (12 years and about 9 months left on it). A copy of the lease is attached. At the end of the lease, the District (City) will get back all parcels being leased plus an additional parcel, plus all improvements. This is a development for the Walk-In Clinic that cost Border Health over 3 million at the outset.

Under the terms of the lease, there is a first lien in favor of USDA as the lender for the Walk-In Clinic. This is a lien on the leasehold. In other words, if foreclosed, all they would get is the right to lease the land from the District under the terms of the lease. A second lien on the leasehold means if foreclosed, they must satisfy the first lien and still lease from the District under the terms of the lease. Since there really is no equity here, why any lien at all? The answer is that this is a federal requirement of loan for the Medical Mall, that the lender gets a lien on everything, whether it makes sense or not. The terms of the lease require that the Board must approve any lien that is to be placed on the property.

As a result, for the Council Meeting on March 13, 2019, a request is made for Board approval. Staff is recommending approval conditioned upon the lien terminating upon any termination of the lease. By this condition, it will not interfere in any property interest of the District.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no cost to this item. The District (City) will get the leased land back at the end of the lease with or without the lien.

Attachments

Land Lease to Walk-In Clinic

LEASE AGREEMENT

This Lease is made and executed on the _____ day of _____, 2001, by and between SAN LUIS PUBLIC HEALTH COMMUNITY FACILITIES DISTRICT (City of San Luis, Arizona), which is a Community Facilities District having its offices at 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349, hereinafter referred to as "Lessor", and WESTERN ARIZONA AREA HEALTH EDUCATION CENTER, INC. (WAAHEC), a nonprofit corporation organized and existing under the laws of the State of Arizona, having its principal office at 202 S. First Ave., Suite 102, Yuma, Arizona, hereinafter referred to as "Lessee".

SECTION ONE

DEMISE, DESCRIPTION, AND USE OF PREMISES

A. ^{City WAAHEC} Lessor leases to Lessee and Lessee leases from Lessor, for the purpose of conducting on the premises any lawful business, and specifically for the purpose of constructing a facility in which WAAHEC will manage the proposed Regional Center for Border Health, the certain premises located in the City of San Luis, Yuma County, Arizona, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. As used in this Lease Agreement, the term "premises" refers to the real property described herein and any improvements located on the property from time to time during the term of this Lease Agreement.

SECTION TWO

TERM

The term of this Lease shall be a period of thirty (30) years commencing on the date of loan closure and the first day financing is available for construction as referenced herein. Lessee agrees to give notice to Lessor of the date of loan closure within a period of ten (10) days of close. The date contained in said notice shall be

considered the date of commencement of this lease.

It is understood that Lessee will be obtaining financing to construct a Border Health Facility as provided in Sections Seven and Eleven herein. The term of said financing shall not exceed thirty (30) years. In the event the debt for said financing acquired by Lessee to construct the Border Health Facility is not retired on or before the end of the term of this lease, Lessee shall have a right to extend the term of this lease for such length of time as may be necessary to retire the debt incurred by said financing, but said extension shall not exceed a period of an additional ten (10) years. In the event of a need for extension, written notice shall be given to the Lessor by Lessee at least ninety (90) days prior to expiration of the initial term of this lease with the requested additional period of lease extension. Lessee agrees to provide such documentation as may be requested by Lessor to establish the status of retirement of said construction financing and the need for such additional term. Any extension of this lease shall not be for any period longer than needed for retirement of said debt. The period of extension shall be established in writing and approved by both Lessor and Lessee. Lessor agrees to not unreasonably withhold approval of said extension.

#15,000

SECTION THREE
RENT

1
Cth

Lessee, as rent, agrees to pay all legal costs and expenses of the CFD incurred up to the date of loan closure as referred to herein. Said costs and expenses shall not exceed \$7,500.00. Lessee additionally, during the term of this lease, agrees to pay an amount in rent equal to the administrative costs of the Lessor said sum to not exceed the amount of \$2,500.00 during any calendar year. Lessor agrees to bill Lessee for said administrative charges and Lessee shall pay those charges within thirty (30) days of receipt. Failure to timely pay rent shall be considered a material breach of this Lease Agreement.

#75,000

As additional rent, Lessee will be acquiring an additional lot for parking, said parcel being described on Exhibit "B" hereto. Said lot shall be deeded to the Lessor upon the termination of this lease or upon payment of the indebtedness described in Section 7 herein, whichever first occurs, free and clear of all liens.

SECTION FOUR
POSSESSION

Possession of the leased premises shall be granted to Lessee on or before the first day of commencement of the term of this lease referred to in Section Two herein.

SECTION FIVE
WASTE AND NUISANCE PROHIBITED

Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

SECTION SIX
LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor to enter upon the demised premises at all reasonable times for the purpose of inspecting the premises.

SECTION SEVEN
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

It is understood and agreed that Lessee will encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the demised premises, together with all buildings and improvements placed by Lessee on the premises, as security for any indebtedness of Lessee. The beneficiary of such deed of trust or holder of such mortgage or lien shall hereinafter be referred to as the "First Lien Holder." The execution of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease agreement, or as an assumption by the holder of the indebtedness personally of the obligations of this lease agreement. No encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability under this Lease Agreement.

SECTION EIGHT
FURTHER LEASING AND ASSIGNMENT

A. Lessee may lease the premises in whole or in part without Lessor's consent, but the making of any such lease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease Agreement.

B. Lessee shall not assign or transfer this Lease Agreement, or any interest in this Lease Agreement, without the prior, express, and written consent of Lessor, which consent may not be unreasonably withheld, and a consent to an

assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Lessor, terminate this Lease Agreement.

C. Save and except for the provisions of Section Seven above, neither this Lease Agreement nor the leasehold estate of Lessee nor any interest of Lessee under this Lease Agreement in the demised premises or any buildings or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease Agreement.

SECTION NINE
NOTICES

A. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: District Manager, 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349.

TO LESSEE: Executive Director, 202 S. First Ave., Suite 102, P.O. Box 5715, Yuma, Arizona 85366

TO CITY OF SAN LUIS: City Manager, 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349.

TO FIRST LIEN HOLDER: United States Department of Agriculture, ___

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TEN
TAXES AND ASSESSMENTS

A. *Taxes.* Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the demised premises, or any part of the demised premises, the leasehold of Lessee in and under this Lease Agreement, the premises described in this Lease Agreement, any building or buildings, or any other improvements now or hereafter on the demised premises, or on or against Lessee's estate created by this Lease Agreement that may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this Lease Agreement, during the entire term of this Lease Agreement, excepting only those taxes specifically excepted below.

B. *Contesting taxes.* If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this section to be paid by Lessee, Lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, upon given to Lessor written notice thereof prior to the commencement of any such contest, which shall be at least fifteen (15) days prior to delinquency.

SECTION ELEVEN

CONSTRUCTION OF REGIONAL CENTER FOR BORDER HEALTH FACILITY

A. Lessee shall undertake its best efforts to construct a facility in which WAAHEC will manage a Regional Center for Border Health. In the event that Lessee is unable, for any reason, to commence construction of the facility on or before December 1, 2001, either party terminate this Lease Agreement by giving to the other thirty (30) days written notice thereof.

B. *Alterations, improvements, and changes permitted.* Lessee shall have the right to alter, improve, and make changes to any building that may from time to time be on the premises as Lessee may deem necessary.

C. *Disposition of new improvements.* Any new building constructed by Lessee on the premises, and all alterations, improvements, changes, or additions made in or to the premises shall be the property of Lessor, and Lessee shall have only a leasehold interest therein, subject to the terms of this Lease Agreement.

SECTION TWELVE

REPAIRS AND DESTRUCTION OF IMPROVEMENTS

Attachment

A. *Maintenance of improvements.* Lessee shall, throughout the term of this Lease Agreement, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in accordance with the terms of the first deed of trust encumbering this lease and the building and improvements to be placed upon the premises and, except as specifically provided in this Lease Agreement, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

B. *No obligation by Lessor to make improvements.* Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the demised premises or any buildings or improvements on the demised premises.

C. *Lessee's compliance with laws.* Lessee shall, at all times, also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, the improvements on or any activity or condition on or in the premises, including, but not limited to, the zoning ordinances and building codes of the City of San Luis.

D. *Damage to and destruction of improvements.* The damage, destruction, or partial destruction of any building or other improvement that is a part of the demised premises shall not release Lessee from any obligation under this Lease Agreement, except as expressly provided below. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to Lessee for repair or replacement.

(Undeclinable)

E. *Damage or destruction occurring toward end of term.* In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of destruction of the building on the premises or damage to the building from any cause so as to make it untenable occurring during the last five years of the term of this Lease Agreement, Lessee, if not then in default under this Lease Agreement, may elect to terminate this Lease Agreement by written notice served on Lessor within ninety (90) days after the occurrence of the damage or destruction. In the event of such termination, there shall be no obligation on the part of Lessee to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policies covering the building or any part of the building. On such

termination, taxes, assessments, and any other sums payable by Lessee to Lessor, save and except the deeding of the lot as additional rent referred to in Section Three hereunder, under this Lease Agreement shall be prorated as of the termination date. In the event any rent, taxes, or assessments shall have been paid in advance, Lessee shall not be entitled to any rebate for any such payment for the unexpired period for which payment shall have been made.

F. *Election not to terminate.* If, in the event of destruction or damage during the last five years of the term of this Lease Agreement, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering the damage or destruction shall be made available to Lessee for repair or replacement, and Lessee shall be obligated to repair or rebuild the building as provided above.

SECTION THIRTEEN UTILITIES

Lessee shall fully and promptly pay for all water, gas, electric, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this Lease Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises, and Lessor shall have no responsibility of any kind for any such utilities.

SECTION FOURTEEN LIENS

Lessee's duty to keep premises free of liens. Except as provided by Section 7 of this lease agreement and except as may otherwise be approved by a duly adopted resolution of Lessor, which approval Lessor agrees will not be unreasonably withheld, Lessee shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics, material suppliers, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

SECTION FIFTEEN
REDELIVERY OF PREMISES

A. At the expiration or earlier termination of this Lease Agreement, Lessee shall peaceably and quietly quit and surrender to Lessor the premises in good order and condition subject to the other provisions of this Lease Agreement.

B. In the event of the non-performance by Lessee of any of the covenants of Lessee undertaken in this Lease Agreement, this Lease Agreement may be terminated as provided elsewhere in this instrument.

SECTION SIXTEEN
INSURANCE

A. *Indemnification.* To the fullest extent permitted by law, the Lessee shall defend, indemnify and hold harmless the Lessor, its agents, officers, officials, and employees from and against all tortious claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, omissions, work, or services of Lessee, its agents, officers, officials, and employees or its subtenants, their agents, officers, officials, and employees, or any matter arising from or relating to Lessee's or their subtenants' use and occupancy of the demised premises of any nature, kind, or description, whatsoever. Lessee's duty to defend, hold harmless and indemnify Lessor, its agents, officers, officials, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, omissions, work, or services of Lessee, its agents, officers, officials, and employees or its subtenants, their agents, officers, officials, and employees, or any matter arising from or relating to Lessee's or their subtenants' use and occupancy of the demised premises of any nature, kind, or description, whatsoever. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

B. *Liability Insurance.*

(i) *Insurance Requirements.* Lessee shall purchase and maintain in effect throughout the term of lease stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the Lessor. Lessee's insurance shall be primary insurance as respects the Lessor, and any insurance or self-insurance

maintained by the Lessor shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lessor. The insurance policies, except Workman's Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Lessor, its agents, officers, officials and employees for any claims arising out of any acts, errors, omissions, work, or services of Lessee, its agents, officers, officials, and employees or its subtenants, their agents, officers, officials, and employees, or any matter arising from or relating to Lessee's or their subtenants' use and occupancy of the demised premises of any nature, kind, or description, whatsoever. The Lessor reserves the right to request and to receive, within ten (10) working days, certified copies of any and all of the herein required insurance policies and/or endorsements. The Lessor shall not be obligated, however, to review same or to advise Lessee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Lessee from, or deemed a waiver of, the Lessor's right to insist on strict fulfillment of Lessee's obligations under this Lease Agreement. The insurance policies required by this Lease Agreement shall name the Lessor, its agents, officers, officials, and employees as Additional Insureds.

(ii). *Liability Insurance.* Lessee shall maintain in effect throughout the term of this lease broad form personal injury and property damage liability insurance covering the premises in amounts of *at least* \$1,500,000.00 for injury to or death of any one person, and \$3,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of *at least* \$1,000,000.00.

SECTION SEVENTEEN NOTICE OF DEFAULT

A. Lessee shall not be deemed to be in default under this Lease Agreement unless Lessor shall first give to Lessee and to the First Lien Holder, thirty (30) days written notice of the default and Lessee and/or the First Lien Holder fails to cure the default within thirty (30) days, or, if the default is of such a nature that it cannot be cured within 30 days, Lessee and/or the First Lien Holder fails to commence to cure the default within the period of thirty (30) days or fails thereafter to proceed to the curing of the default with all possible diligence.

B. *Lessor's rights in the event of Lessee's default.* If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions contained in this Lease Agreement on its part to be observed, kept, or performed, and the default shall continue for a period of ten (10) days after written notice from Lessor to both the Lessee and the First Lien Holder setting forth the nature of Lessee's default,

then and in any such event, Lessor shall have the right at its option, on written notice to Lessee and the First Lien Holder, to terminate this Lease Agreement and all rights of Lessee under this Lease Agreement shall then cease, without further notice or demand of any kind.

SECTION EIGHTEEN
EFFECT OF EMINENT DOMAIN

A. *Effect of total condemnation.* In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease Agreement shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease Agreement.

B. *Effect of partial condemnation.* In the event a portion of the demised premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease Agreement as of the date of the taking on giving to Lessor written notice of termination within forty-five (45) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

C. *No termination upon partial taking.* If there is a partial taking and Lessee does not so terminate this Lease agreement, then this Lease Agreement shall continue in full force and effect as to the part not taken, and the rental to be paid by Lessee during the remainder of the term, shall remain in full force and effect without adjustment of any kind, nature, or description.

D. *Condemnation award.* In the event of the termination of this Lease Agreement by reason of the total or partial taking of the premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

SECTION NINETEEN
SURRENDER OF LEASE

The voluntary or other surrender of this Lease Agreement by Lessee, or a mutual cancellation of this Lease Agreement, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing leases, subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such leases, subleases

or subtenancies.

SECTION TWENTY
EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, and shall otherwise be on the terms and conditions specified in this Lease Agreement, so far as applicable.

SECTION TWENTY-ONE
GENERAL PROVISIONS

A. *Time is of Essence; Binding Effect*

Time is of the essence of this agreement. Such agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

B. *Waiver*

If either party fails to require the other party to perform any provision of this Lease Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Lease Agreement if the other party fails to exercise a right or remedy.

C. *Governing Law and Venue*

(i) The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

(ii) This agreement is subject to the cancellation provisions of Arizona Revised Statute §38-511, as amended.

D. *Severability*

If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid enforceable.

E. *Counterparts*

This agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

F. *Attorney Fees and Costs*

If either party brings an action or proceeding for failure to observe any of the terms or provisions of this agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorneys fees.

G. *Integration*

This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this agreement must be in writing, signed in endorsed by the parties.

H. *Interpretation*

In interpreting the provisions of this lease, the agreement shall not be construed either for or against either party, but this agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

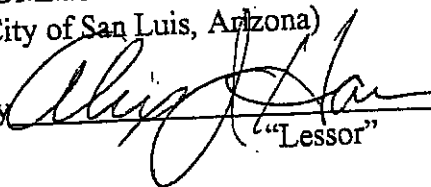
SECTION TWENTY-TWO
ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

SAN LUIS PUBLIC HEALTH
COMMUNITY FACILITIES DISTRICT
(City of San Luis, Arizona)

By


"Lessor"

WESTERN ARIZONA AREA HEALTH
EDUCATION CENTER, INC.

By


"Lessee"

Approved as to form:

[Signature]
Attorney for Lessor

STATE OF ARIZONA)
) S.S.
County of YUMA)

On this 5th day of December, 2001, before me, the undersigned Notary Public, personally appeared Alex Joe Harper who acknowledged himself/herself to be the Chairman of SAN LUIS PUBLIC HEALTH COMMUNITY FACILITIES DISTRICT (City of San Luis, Arizona), and acknowledged that he/she, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
Nov. 14, 2005

STATE OF ARIZONA)
) S.S.
County of YUMA)



STATE of ARIZONA COUNTY of YUMA
Signed before me this 5th day
of December, 2001
[Signature]
Cynthia Salcido - Notary Public
My Commission Expires November 14, 2005

On this 5th day of December, 2001, before me, the undersigned Notary Public, personally appeared Amanda Aguirre who acknowledged himself/herself to be the Executive Director of WESTERN ARIZONA AREA HEALTH EDUCATION CENTER, INC., an Arizona corporation, and acknowledged that he/she, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
Nov. 14, 2005



STATE of ARIZONA COUNTY of YUMA
Signed before me this 5th day
of December, 2001
[Signature]
Cynthia Salcido - Notary Public
My Commission Expires November 14, 2005

EXHIBIT A

Lots 139, 140, 175, and 176, LAS VILLAS DE SAN LUIS PHASE 2, according to the plat of record in the Office of County Recorder of Yuma County, Arizona in Book 15 of Plats, page 98;

Except all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, or of this State, or Decisions of Court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the State of Arizona, pursuant to the Arizona Revised Statutes and Patent recorded in Fee No. 1997-28682, records of Yuma County, Arizona.

EXHIBIT B

Lot 174, LAS VILLAS DE SAN LUIS PHASE 2, according to the plat of record in the Office of County Recorder of Yuma County, Arizona in Book 15 of Plats, page 98;

Except all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, or of this State, or Decisions of Court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the State of Arizona, pursuant to the Arizona Revised Statutes and Patent recorded in Fee No. 1997-28682, records of Yuma County, Arizona.