



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, April 22, 2020. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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/ Melissa Lopez, Deputy City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 22 de Abril del 2020. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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/ Melissa Lopez, Asistente a la Actuaría de la Ciudad



AMENDED AGENDA

4/21/2020

**AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 22, 2020
7:00 p.m.**

The April 22, 2020, Regular Council meeting will be closed to members of the public in-person attendance.

However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the City's website <https://sanluisaz.gov/listenlive> after the meeting.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access, to protect the public health and safety and reduce the transmission of the Coronavirus Disease 2019 (COVID-19). City Council Chambers will be closed to the public.

La reunión regular del Cabildo del día 22 de Abril del 2020 estará cerrada al público.

Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la Ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de marzo de 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de marzo de 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto en la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID-19). Las Sala del Cabildo del Ayuntamiento estará cerrada al público.

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

1. CALL TO ORDER/ROLL CALL

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

4. **PROCLAMATION**

- National Public Safety Telecommunicators Week April 12 - 18, 2020

5. **CONSENT AGENDA**

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

5. A. **MINUTES OF**

- Special Council meeting held March 18, 2020

5. B. **DISBURSEMENTS FROM MARCH 28, 2020 THROUGH APRIL 10, 2020**

Total Disbursements \$738,991.58

(Seven Hundred Thirty-Eight Thousand, Nine Hundred Ninety-One Dollars and Fifty-Eight Cents)

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

6. A. Discussion and possible action on any and all matters regarding the approval of a contract for Nicklaus Engineering for the implementation design of a traffic signal at the intersection of County 22nd Street and 4th Avenue. **(Eulogio Vera, Acting Director of Public Works)**

6. B. Discussion and possible action on any and all matters regarding Resolution No. 2124. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an Amendment No. 2 to the existing 2015 Intergovernmental Agreement (as amended by the 2017 Amendment No. 1) between the City of San Luis and Yuma County for Road Maintenance. **(James R. Einwaechter, Assistant Director of Public Works)**

6. C. Discussion and possible action on any and all matters regarding Resolution No. 2126. A resolution of the Mayor and City Council of the City of San Luis, Arizona, relinquishing the remaining property known as Friendship Park (5.22 acres) to the U.S. General Services Administration (GSA) for incorporation into the San Luis Arizona Land Port of Entry 1. **(Kay Marion Macuil, City Attorney)**

7. **SUMMARY OF CURRENT EVENTS**

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

8. **ADJOURNMENT**



PROCLAMATION

Regular City Council Meeting

4.

Meeting Date: 04/22/2020

Title:

PROCLAMATION

- National Public Safety Telecommunicators Week April 12 - 18, 2020

Attachments

National Public Safety Telecommunicators Week April 12 - 18, 2020



Proclamation

**National Public Safety Telecommunicators Week
April 12 - 18, 2020**

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the City of San Luis Police Department communications center; and

WHEREAS Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS Public Safety Telecommunicators of the City of San Luis Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

THEREFORE BE IT RESOLVED that I, Gerardo Sanchez, Mayor of the City of San Luis Arizona do hereby proclaim the week of April 12th through 18th, 2020 to be National Public-Safety Telecommunicators Week in San Luis, Arizona, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

PASSED AND ADOPTED, this 22nd day of April, 2020.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 04/22/2020

Summary

MINUTES OF

- Special Council meeting held March 18, 2020

Attachments

Minutes

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
March 18, 2020
6:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 6:03 p.m.

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

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Angelica Cifuentes, Purchasing Coordinator
Aracely De La Hoya, Senior Services Manager
Axel Chayra, IT Technician
Edgar Carbajal, Acting Director of Human Resources
Edgar Juarez, Recreation Coordinator
Enrique Lopez, Assistant Fire Chief
Enrique Luna, Senior Services Assistant
Eulogio Vera, Acting Director of Public Works
Fausto Gonzalez, HR Training Coordinator
Francia Alonso, Assistant to Council/PIO
Glenn Gimbut, Assistant City Attorney
James Einwaechter, Assistant Director of Public Works
Jenny Torres, Economic Development Manager
Jonathan Dumadag, IT Technician
Jorge Perez, Billing & Collections Manager
Lizandro Galaviz, Director of Parks & Recreation
Maria Roldan, Assistant Director of Parks & Recreation
Maria Sabori, Risk Management Manager
Mary French-Jones, Grants Coordinator
Monica Castro, Director of Finance
Richard Jessup, Chief of Police
Cesar Neyoy, Bajo El Sol Reporter
Lucy Lopez, San Luis AZ News

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Gloria Torres.

3. DISCUSSION AND POSSIBLE ACTION ITEM:

3. A. EXECUTIVE SESSION

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for legal advice with the city's attorney or attorneys regarding any and all matters to address the Coronavirus Disease 2019 (also known as COVID-19) and the continuation of city services. **(Kay Marion Macuil, City Attorney)**

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to hold an executive session. Motion passed unanimously.

The vote was as follows:

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

4. MOTION TO GO BACK INTO SPECIAL SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to go back into special session. Motion passed unanimously.

The vote was as follows:

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

5. PROCLAMATION

5. A. Continued Declaration of Emergency and Amended Order Coronavirus Disease-19. (Mayor Gerardo Sanchez)

Ms. Sonia Cornelio, City Clerk, read the Continued Declaration of Emergency and Amended Order Coronavirus Disease-19 in its entirety.

Mayor Gerardo Sanchez informed that this proclamation would take the city into phase 2 of the emergency measures taken by the city. He stated that each department has been working on a specific plan. In the next couple of days, employees are going to be instructed on how the city will operate from this day on. He mentioned that this is new for everyone, and there is no set plan in writing on how to handle this situation. The critical thing is to keep the community safe, minimize the exposure, and flatten the curve; San Luis is doing its part. He asked the city to stand together and make a difference. Mayor Gerardo Sanchez added that the community needs to be informed and make sure that essential services are guaranteed and provide those services to the residents. He mentioned that each department has established a specific plan on how to work at this point and will proceed in that stage now. He informed that things are changing every 5 minutes. He asked to be proactive and implement these recommendations and mandates now. He reported that as of this date, there are zero cases of the disease, but this could change. He asked staff, department heads, and first responders to be safe and prepare. He stated that the city has limited resources, but they have been used smartly.

6. DISCUSSION AND POSSIBLE ACTION ITEM:

6. A. Discussion and possible action on any and all items regarding Order No. 2020-7. An order of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Mayor's "Continued Declaration of Emergency and Amended Order - Coronavirus Disease-19." (Tadeo A. De La Hoya, City Administrator)

MOTION: Council Member Africa Luna-Carrasco/Council Member Jose Ponce to approve and adopt Order No. 2020-7, and declare an emergency. Motion passed unanimously.

The vote was as follows:

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

7. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce to adjourn the meeting at approximately 7:45 p.m. Motion passed unanimously.

The vote was as follows:

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

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting for the City Council of the City of San Luis, Arizona held on March 18, 2020. I further certify that the meeting was dully called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 04/22/2020

Summary

DISBURSEMENTS FROM MARCH 28, 2020 THROUGH APRIL 10, 2020

Total Disbursements \$738,991.58

(Seven Hundred Thirty-Eight Thousand, Nine Hundred Ninety-One Dollars and Fifty-Eight Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING APRIL 22, 2020
Disbursement Reports from 3/28/2020 to 4/10/2020

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	3/30/2020	\$ 331,531.43	Schedule A
Accounts Payable Check Account	4/1/2020	\$ 220,163.21	Schedule B
Payroll Check Account	4/6/2020	\$ 4,413.31	Schedule C
Accounts Payable Check Account	4/9/2020	\$ 182,883.63	Schedule D

Total Disbursements: \$ 738,991.58

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

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Director of Finance: C Cortes 04.14.2020

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED
2020 APR 14 A 9:36
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Schedule A
Pay Day Register
 Pay Date Range 03/14/20 - 03/27/20
 Pay Batch 202007

PSPRS POLICE DB RATE - TIER	3,302.81	43,173.96	ATTORNEY- ALL & CLERICAL-	70.37	31,988.86
PSPRS POLICE DB RATE - TIER	2,834.24	24,328.21	AUTO SERVICE/ REPAIR	214.94	7,703.95
PSPRS POLICE DB RATE - TIER 2	1,168.05	10,026.31	BUILDING- NOC OPER BY	1,033.66	28,554.06
PSPRS POLICE DB RATE - TIER 3	2,285.94	22,997.42	BUS COMPANY AND DRIVERS	152.66	2,765.60
STANDARD LIFE ADDTNL	931.53	.00	CLERICAL OFFICE/ LIBRARY/	259.50	108,135.50
TRANSWESTERN MEXICAN	96.50	.00	Electrician	59.11	1,882.40
U.S. MEX DENTAL - EE &	571.32	.00	FIREFIGHTERS & DRIVERS	3,087.38	87,708.49
U.S. MEX DENTAL - EE &	63.48	.00	GARBAGE/ ASH/ REFUSE	280.10	4,481.60
UNITED WAY	14.00	.00	MUNICIPAL/ TOWN/	62.85	3,591.36
US & MEX DENTAL= FAMILY	607.66	.00	PARKS- NOC ALL EMPLOYEES	530.86	17,124.02
US & MEX HEALTH = C	5,842.20	.00	POLICE OFFICERS	4,605.07	105,138.11
US & MEX HEALTH = FAMILY	5,190.70	.00	RECREATION- ALL EMPLOYEES/	217.47	15,873.92
US & MEX HEALTH = SP	1,214.12	.00	SEWAGE DISPOSAL/ PLANT	688.95	20,027.94
VSP - VISION FAMILY	615.44	.00	Street or Road Construction	1,922.24	23,937.74
Net	<u>\$331,531.43</u>		WATERWORKS OPERATIONS	543.28	15,655.86
			Total	<u>\$13,788.27</u>	

<u>Direct Deposits</u>	<u>Amount</u>
1st Bank Yuma	28,514.36
ACADEMY BANK	2,178.41
Bank of America	2,124.63
BBVA COMPASS	916.32
Charles Sch	200.00
Chase Bank	156,689.41
CHASE BANK CA	1,077.13
chase centro	1,036.33
Federal Credit Union	37,052.10
FF CREDIT UNION	1,675.66
FIREFIGHTER FIRST CREDIT UNION	2,960.85
GREEN DOT BANK	426.14
National Bank	1,874.87
Navy Federal	18,010.30
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	654.52
Sunbank	1,121.38
USAA FEDERAL SAVING	3,322.56
WASHINGTON FEDERAL	1,010.92
Wells Fargo.	67,265.35
WELLS FARGO BANK PP	897.86
Total	<u>\$329,129.10</u>
Check	\$2,402.33

*Prepared by
Deborah Luna*

*C Corkus
01-01-2020*

City of San Luis

Payment Register

From Payment Date: 3/30/2020 - To Payment Date: 4/1/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total	101	\$220,163.21	\$0.00	
Checks				Status	Count		Transaction Amount	Reconciled Amount	
				Open	100		\$220,104.43	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	1		\$58.78	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	101		\$220,163.21	\$0.00	
All				Status	Count		Transaction Amount	Reconciled Amount	
				Open	100		\$220,104.43	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	1		\$58.78	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	101		\$220,163.21	\$0.00	

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
C 4/01/2020

Payment Register

From Payment Date: 3/30/2020 - To Payment Date: 4/1/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
93625	04/01/2020	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
93626	04/01/2020	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
93627	04/01/2020	Open			Accounts Payable	FOP/ALC	\$360.00		
93628	04/01/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
93629	04/01/2020	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$360.00		
93630	04/01/2020	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,639.25		
93631	04/01/2020	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
93632	04/01/2020	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,000.00		
93633	04/01/2020	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$92.50		
93634	04/01/2020	Open			Accounts Payable	AFLAC	\$4,194.68		
93635	04/01/2020	Open			Accounts Payable	AIRGAS-WEST	\$186.55		
93636	04/01/2020	Open			Accounts Payable	ALSCO, INC	\$825.25		
93637	04/01/2020	Open			Accounts Payable	AMBERLY'S PLACE	\$3,485.29		
93638	04/01/2020	Open			Accounts Payable	AMERICAN BUSINESS FORMS INC.	\$2,951.25		
93639	04/01/2020	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$150.00		
93640	04/01/2020	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$50.00		
93641	04/01/2020	Open			Accounts Payable	AQUAPULSE CHEMICALS LLC	\$30.00		
93642	04/01/2020	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$285.17		
93643	04/01/2020	Open			Accounts Payable	ARIZONA STATE TREASURER	\$31,396.69		
93644	04/01/2020	Open			Accounts Payable	ARIZONA SUPREME COURT	\$9,506.25		
93645	04/01/2020	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,981.71		
93646	04/01/2020	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
93647	04/01/2020	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$245.00		
93648	04/01/2020	Open			Accounts Payable	BILL ALEXANDER FORD	\$2,075.24		
93649	04/01/2020	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$171.76		
93650	04/01/2020	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$2,333.25		
93651	04/01/2020	Open			Accounts Payable	BOBADILLA, YADIRA	\$150.00		
93652	04/01/2020	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$7,454.28		
93653	04/01/2020	Open			Accounts Payable	BTE BODY COMPANY INC	\$4,347.22		
93654	04/01/2020	Open			Accounts Payable	CARRANCHO, MARIO, A	\$150.00		
93655	04/01/2020	Open			Accounts Payable	CEMEX	\$60,148.62		
93656	04/01/2020	Open			Accounts Payable	CORDOVA LAW, PLC	\$1,600.00		
93657	04/01/2020	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$255.00		
93658	04/01/2020	Open			Accounts Payable	CORONADO, JAVIER	\$30.00		
93659	04/01/2020	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	\$9,280.00		
93660	04/01/2020	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$827.64		
93661	04/01/2020	Open			Accounts Payable	DESERT WATER	\$16.59		
93662	04/01/2020	Open			Accounts Payable	EMPIRE MACHINERY	\$892.71		
93663	04/01/2020	Open			Accounts Payable	ESPARZA, MARIA	\$500.00		

Payment Register

From Payment Date: 3/30/2020 - To Payment Date: 4/1/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
93664	04/01/2020	Open			Accounts Payable	ESTRADA, LETICIA	\$100.00		
93665	04/01/2020	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$885.42		
93666	04/01/2020	Open			Accounts Payable	FLEET SERVICES INC	\$579.50		
93667	04/01/2020	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	\$628.91		
93668	04/01/2020	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$780.00		
93669	04/01/2020	Open			Accounts Payable	GASTELUM SOSA, JOSE, M	\$60.00		
93670	04/01/2020	Open			Accounts Payable	GILA ELECTRONIC	\$4,508.31		
93671	04/01/2020	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$371.11		
93672	04/01/2020	Open			Accounts Payable	GUZMAN, JOSE , A	\$100.00		
93673	04/01/2020	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$748.00		
93674	04/01/2020	Open			Accounts Payable	HERRERA, EDGAR	\$150.00		
93675	04/01/2020	Open			Accounts Payable	INDUSTRIAL SERVICE & SUPPLY	\$171.57		
93676	04/01/2020	Open			Accounts Payable	INTERIM PUBLIC MANAGEMENT, LLC	\$1,500.00		
93677	04/01/2020	Open			Accounts Payable	IRON MOUNTAIN INC	\$26.19		
93678	04/01/2020	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$306.70		
93679	04/01/2020	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$614.01		
93680	04/01/2020	Voided		04/01/2020	Accounts Payable	LIFE-ASSIST, INC.	\$58.78		
93681	04/01/2020	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$305.99		
93682	04/01/2020	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$40.00		
93683	04/01/2020	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$472.50		
93684	04/01/2020	Open			Accounts Payable	MATRIX DESIGN GROUP, INC	\$4,776.00		
93685	04/01/2020	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$2,116.51		
93686	04/01/2020	Open			Accounts Payable	MEDICAL WASTE DISPOSAL, LLC	\$63.49		
93687	04/01/2020	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,599.34		
93688	04/01/2020	Open			Accounts Payable	MURILLO VASQUEZ, JENESIS	\$570.00		
93689	04/01/2020	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$168.90		
93690	04/01/2020	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
93691	04/01/2020	Open			Accounts Payable	O'REILLY AUTO PARTS	\$132.83		
93692	04/01/2020	Open			Accounts Payable	OFFICE DEPOT	\$4,923.63		
93693	04/01/2020	Open			Accounts Payable	OFFICE NATION, INC.	\$4,657.65		
93694	04/01/2020	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$400.00		
93695	04/01/2020	Open			Accounts Payable	PH&S PRODUCTS	\$1,750.00		
93696	04/01/2020	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$112.60		
93697	04/01/2020	Open			Accounts Payable	PURCELL TIRE CO.	\$1,176.22		
93698	04/01/2020	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$75.00		
93699	04/01/2020	Open			Accounts Payable	RAY ALLEN MANUFACTURING, LLC.	\$25.99		
93700	04/01/2020	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$64.28		
93701	04/01/2020	Open			Accounts Payable	SAFETY-KLEEN CORPORATION	\$331.13		
93702	04/01/2020	Open			Accounts Payable	SAM'S CLUB	\$1,551.73		
93703	04/01/2020	Open			Accounts Payable	SIGN MASTERS	\$251.52		
93704	04/01/2020	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	\$96.00		
93705	04/01/2020	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$809.46		
93706	04/01/2020	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$323.57		
93707	04/01/2020	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,928.25		
93708	04/01/2020	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$2,059.62		

Payment Register

From Payment Date: 3/30/2020 - To Payment Date: 4/1/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
93709	04/01/2020	Open			Accounts Payable	THE WINDOOR SHOP	\$386.42		
93710	04/01/2020	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$193.00		
93711	04/01/2020	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$4,588.62		
93712	04/01/2020	Open			Accounts Payable	VEGA, LUISA, ANGELICA	\$1,640.00		
93713	04/01/2020	Open			Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.	\$1,300.00		
93714	04/01/2020	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,005.96		
93715	04/01/2020	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$987.37		
93716	04/01/2020	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$300.00		
93717	04/01/2020	Open			Accounts Payable	YUMA AUTO REBUILDERS	\$785.62		
93718	04/01/2020	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
93719	04/01/2020	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	\$1,626.80		
93720	04/01/2020	Open			Accounts Payable	YUMA COUNTY TREASURER	\$181.46		
93721	04/01/2020	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$1,512.29		
93722	04/01/2020	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$2,799.84		
93723	04/01/2020	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$2,163.06		
93724	04/01/2020	Open			Accounts Payable	YUMA SUN INC	\$551.26		
93725	04/01/2020	Open			Accounts Payable	YUMA TRUCK PARTS	\$225.19		
							\$220,163.21		

Type Check Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$220,104.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$58.78	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	101	\$220,163.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$220,104.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$58.78	\$0.00
	Stopped	0	\$0.00	\$0.00

Pay Day Register

Pay Date Range 04/01/20 - 04/30/20

Pay Batch 202004M



Pay Batch 202004M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	7,750.00	Dental Council	265.31 .00
806 - TELEPHONE STIPEND	.0000	200.00		EODCRS - COUNCIL	111.00 1,850.00
Total	0.0000	\$7,750.00		EODCRS - DISABILITY	2.32 1,850.00
		FEDERAL TAX WITHHOLDING	112.78 ✓	EODCRS/EORP LEGACY RATE	1,025.46 1,850.00
		SOCIAL SECURITY TAX	480.50 ✓	Health Council	6,693.88 .00
		MEDICARE	112.39 ✓	Retirement Council EORP	3,532.23 5,750.00
		STATE WITHHOLDING	151.96 ✓	Vision Council	76.37 .00
		Council Retirement EORP	588.50 ✓	Total	\$11,706.57
		Dental Council	147.98	Workers' Comp	
		EODCRS - COUNCIL	148.00 ✓	MUNICIPAL/ TOWN/	135.65 7,750.00
		EODCRS - DISABILITY	2.32 ✓	Total	\$135.65
		GARNISHMENT	220.86 ✓	Direct Deposits	
		Medical Council	1,216.20	1st Bank Yuma	729.53
		MISCELLANEOUS	105.00	Chase Bank	688.14
		Vision Council	50.20	Federal Credit Union	868.98
		Net	\$4,413.31	Sunbank	919.83
				WASHINGTON FEDERAL	793.15
				Wells Fargo	413.68
				Total	\$4,413.31
				Check	\$0.00

Prepared by
Debora Luna

Date:

C Cortes 04.09.2020

Payment Register

From Payment Date: 4/6/2020 - To Payment Date: 4/9/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	65	\$182,883.63	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	65	\$182,883.63	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	65	\$182,883.63	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	65	\$182,883.63	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	65	\$182,883.63	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	65	\$182,883.63	\$0.00

Prepared By:
Maggie Dominguez
Date: Maggie IS
4/09/2020

Payment Register

From Payment Date: 4/6/2020 - To Payment Date: 4/9/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
93726	04/08/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$220.86		
93727	04/09/2020	Open			Utility Management Refund	AYALA, JARILETH & JAVIER	\$89.10		
93728	04/09/2020	Open			Utility Management Refund	BUSTAMANTE, MARIA, A	\$159.99		
93729	04/09/2020	Open			Utility Management Refund	JACUINDE, SIMON	\$110.40		
93730	04/09/2020	Open			Utility Management Refund	JUAREZ, RAUL & NANCY	\$191.96		
93731	04/09/2020	Open			Utility Management Refund	LEON, FRANCISCO J.	\$121.72		
93732	04/09/2020	Open			Utility Management Refund	RENDON, LUIS A	\$93.97		
93733	04/09/2020	Open			Utility Management Refund	RUIZ, EDUARDO & LLUVIA	\$104.88		
93734	04/09/2020	Open			Utility Management Refund	TISCARENO, SOCORRO	\$185.45		
93735	04/09/2020	Open			Utility Management Refund	URIAS, ROCXANA	\$53.95		
93736	04/09/2020	Open			Utility Management Refund	WONG LOPEZ. ARTURO	\$177.08		
93737	04/09/2020	Open			Utility Management Refund	ZAVALA, JESUS & GARCIA, LINDA	\$113.98		
93738	04/09/2020	Open			Accounts Payable	ALSCO, INC	\$724.51		
93739	04/09/2020	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$300.00		
93740	04/09/2020	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$150.00		
93741	04/09/2020	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	\$116.00		
93742	04/09/2020	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$25.00		
93743	04/09/2020	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,212.24		
93744	04/09/2020	Open			Accounts Payable	BILL ALEXANDER FORD	\$24.28		
93745	04/09/2020	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$158.28		
93746	04/09/2020	Open			Accounts Payable	CITY OF YUMA	\$256.30		
93747	04/09/2020	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	\$7,688.75		
93748	04/09/2020	Open			Accounts Payable	CUEN, BERNARDO	\$40.00		
93749	04/09/2020	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	\$4,206.60		
93750	04/09/2020	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$286.86		
93751	04/09/2020	Open			Accounts Payable	DIVERSIFIED INSPECTIONS/ITL INC	\$1,524.00		
93752	04/09/2020	Open			Accounts Payable	FILTRONICA, INC.	\$2,200.00		
93753	04/09/2020	Open			Accounts Payable	G&T ALARM CO LLC	\$60.00		
93754	04/09/2020	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$393.75		
93755	04/09/2020	Open			Accounts Payable	HARVARD AVIATION INVESTMENT, INC	\$8,167.50		
93756	04/09/2020	Open			Accounts Payable	HIGA, TRICIA, K	\$56.25		
93757	04/09/2020	Open			Accounts Payable	IMAGE TREND, INC	\$3,500.00		

Payment Register

From Payment Date: 4/6/2020 - To Payment Date: 4/9/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
93758	04/09/2020	Open			Accounts Payable	KTL&C, LLC.	\$893.84		
93759	04/09/2020	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$746.40		
93760	04/09/2020	Open			Accounts Payable	LG ON SITE LLC	\$133.29		
93761	04/09/2020	Open			Accounts Payable	LIFE-ASSIST, INC.	\$186.58		
93762	04/09/2020	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$24,654.32		
93763	04/09/2020	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$135.50		
93764	04/09/2020	Open			Accounts Payable	NICHOLS LOCK & KEY	\$750.89		
93765	04/09/2020	Open			Accounts Payable	OCHOA, MARIA, D	\$163.00		
93766	04/09/2020	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
93767	04/09/2020	Open			Accounts Payable	PURCELL TIRE CO.	\$1,413.82		
93768	04/09/2020	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$75.00		
93769	04/09/2020	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,907.35		
93770	04/09/2020	Open			Accounts Payable	RADIOTRONICS, INC.	\$336.00		
93771	04/09/2020	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$18,267.69		
93772	04/09/2020	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,166.66		
93773	04/09/2020	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$32.01		
93774	04/09/2020	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$633.87		
93775	04/09/2020	Open			Accounts Payable	RUSH TRUCK CENTER	\$7,418.65		
93776	04/09/2020	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$2,361.14		
93777	04/09/2020	Open			Accounts Payable	SIMS MACKIN, LTD.	\$1,260.00		
93778	04/09/2020	Open			Accounts Payable	SMITH, RALPH E. SR.	\$660.00		
93779	04/09/2020	Open			Accounts Payable	STABLEY, JERRY	\$315.00		
93780	04/09/2020	Open			Accounts Payable	TAYLOR, JANET	\$10.00		
93781	04/09/2020	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$213.80		
93782	04/09/2020	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$236.95		
93783	04/09/2020	Open			Accounts Payable	VALENZUELA SALGADO, RAUL	\$135.50		
93784	04/09/2020	Open			Accounts Payable	WESTERN DRILLING COMPANY LLC	\$315.00		
93785	04/09/2020	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$4,166.67		
93786	04/09/2020	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$390.10		
93787	04/09/2020	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,317.97		
93788	04/09/2020	Open			Accounts Payable	YUMA SUN INC	\$99.00		
93789	04/09/2020	Open			Accounts Payable	YUMA TRUCK PARTS	\$92.89		
93790	04/09/2020	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC	\$76,365.00		
Type Check Totals:					65 Transactions		\$182,883.63		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	\$182,883.63	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	65	\$182,883.63	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 04/22/2020

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of a contract for Nicklaus Engineering for the implementation design of a traffic signal at the intersection of County 22nd Street and 4th Avenue. **(Eulogio Vera, Acting Director of Public Works)**

SUMMARY:

Staff is recommending a design contract for Nicklaus Engineering for the implementation design of a traffic signal at the intersection of County 22nd Street and 4th Avenue. Nicklaus Engineering is on the on-call list of engineers.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT FOR NICKLAUS ENGINEERING FOR THE IMPLEMENTATION DESIGN OF A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY 22ND STREET AND 4TH AVENUE IN AN AMOUNT NOT TO EXCEED \$25,795.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY HURF
TOTAL:	\$25,795.00
BUDGETED AMOUNT:	\$25,795.00
AVAILABLE AMOUNT TO TRANSFER:	0
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Highway Users Capital Outlay-Improvement Roads 200-210-90010/\$1,002,560.00

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

FY 2020 HURF funding is available to support this requirement, noting that the previously-approved FY 2020 CIP project for 4th Ave. / Cesar Chavez Blvd. Improvements could not be executed this year. A budget transfer will not be required, as funds for this requirement and the deferred CIP project are associated with the same GL Account.

Attachments

Design Proposal

SCHEDULE "A"



CITY OF SAN LUIS
22nd St. & 4th Ave. Traffic Signal Implementation Design
San Luis, Arizona

	DESCRIPTION OF WORK	PROJECT MANAGER	PROJECT ENGINEER	CIVIL DESIGNER	CAD TECHNICIAN	ADMIN	EXPENSES	TOTAL
I	Design Support							
	Import & Update 2017 Topo & Linework	1	1	4	8			\$ 1,400.00
	Review & Update 2017 Traffic Study	1	1	8			\$ -	\$ 1,200.00
	Turn Radius Evaluation	1	1	8	8			\$ 1,840.00
	Cover Sheet & Index	1	1	2	8	2		\$ 1,300.00
	Demo & Utility Relocate			16	24			\$ 3,680.00
	Dimension Site Plan and ROW Acquisition			16	24			\$ 3,680.00
	Paving Plans			8	16			\$ 2,160.00
	Traffic Signal			16	32			\$ 4,320.00
	Detail Sheets			8	16			\$ 2,160.00
	Engineer's Estimate of Cost		1	4				\$ 595.00
	As-Built Drawings			2	4	2		\$ 660.00
	Specifications, Project Manual & Bid Docs	1	1	20	2	2		\$ 2,800.00
	Estimated Hours	5	6	112	142	6		
	Rate	\$ 165.00	\$ 155.00	\$ 110.00	\$ 80.00	\$ 60.00		
	Amount	\$ 825.00	\$ 930.00	\$ 12,320.00	\$ 11,360.00	\$ 360.00	\$ -	\$ 25,795.00
TOTAL FEE PROPOSAL								\$ 25,795.00



SCHEDULE B		
Standard Rate Schedule		
Division	Description	Rate/Hour
Civil	Project Manager	\$165
	Project Engineer- Senior	\$155
	Project Engineer- Staff	\$130
	Project Engineer- Junior	\$95
	Engineering Technician	\$85
	Civil Designer	\$110
	CAD Technician	\$80
	Resident Construction Engineer	\$155
Survey	Survey Office Calculations	\$110
	Survey Crew and Equipment	\$170
Architecture	Project Manager	\$165
	Project Architect- Senior	\$155
	Project Architect- Staff	\$130
	Architectural Designer	\$95
	Architectural Technician	\$80
Environmental	Certified Industrial Hygienist	\$165
	Project Manager	\$165
	Project Engineer- Senior	\$155
	Project Engineer- Staff	\$130
	Project Engineer- Junior	\$95
	Geologist- Senior	\$155
	Geologist- Staff	\$130
	Geologist- Junior	\$95
	Environmental Professional/Scientist	\$105
Environmental Technician	\$85	
Geotechnical	Project Manager	\$165
	Lab Manager	\$105
	Lab/Field Technician III	\$76
	Lab/Field Technician II	\$60
	Lab/Field Technician I	\$50
	Drill Crew and Equipment	\$195
Inspections	Inspector/Assessor- Senior	\$110
	Inspector/Assessor- Junior	\$85
Construction	Project Manager	\$165
	Site Superintendent	\$110
	Quality Control Manager/SSHO	\$110
Administration	Contracts Manager	\$155
	Office Manager	\$110
	Administrative Assistant	\$60

PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") made the 2nd day of April 2020, between the City of San Luis, Arizona, a municipal corporation organized under the laws of the State of Arizona, has its administrative offices at 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 ("CITY"), and Nicklaus Engineering, Inc., with an office located at 1851 W 24th Street, Suite 101, Yuma, Arizona 85364 ("CONSULTANT"). CONSULTANT and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

- A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project").
- B. CITY has determined that the Project involves the performance of professional and technical services of a temporary nature.
- C. CITY desires to engage CONSULTANT and CONSULTANT agrees to render certain technical advice and professional services to CITY, as necessary.

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

SECTION ONE. DESCRIPTION OF PROJECT

The Project, described in the attached Exhibit A, March 25, 2020 proposal by CONSULTANT Nicklaus Engineering, Inc., provides for professional engineering design services for traffic signal implementation at the County 22nd Street and 4th Avenue intersection in the City of San Luis.

SECTION TWO. PROPOSAL SUBMITTAL

The Parties mutually agree that the attached Exhibit A as described in Section One above is incorporated in this Agreement by this reference:

**SECTION THREE.
SCOPE OF WORK**

CONSULTANT's scope of work is described in the proposal attached to and incorporated in this Agreement by this reference.

**SECTION FOUR.
SCOPE OF WORK—ADDITIONAL SERVICES**

CITY and CONSULTANT understand that it may be necessary, in conjunction with the Project, for CONSULTANT to perform or secure the performance of consulting and related services other than those set forth in the proposal. If the CITY requests additional services, CONSULTANT shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the services. CONSULTANT shall not proceed to perform any such additional service until CITY has determined that such service is beyond the scope of the basic services to be provided by CONSULTANT and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis Director of Public Works or the San Luis City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

**SECTION FIVE.
AUTHORITY OF THE DIRECTOR OF PUBLIC WORKS**

CONSULTANT shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the Director of Public Works. The Director of Public Works reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Director of Public Works is authorized to execute the change orders on behalf of CITY.

**SECTION SIX.
RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, CONSULTANT represents and states to CITY that she possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. CONSULTANT further warrants that she will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

SECTION SEVEN.

INDEPENDENT CONTRACTOR

The Parties to this Agreement agree that CONSULTANT, her employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that CONSULTANT's employees, agents and subcontractors shall not be considered to be employees or agents of CITY for any purpose and will not be entitled to any of the benefits CITY provides for its employees. Rights of the CONSULTANT as independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers.

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

SECTION EIGHT. MATERIALS AND EQUIPMENT

CONSULTANT shall furnish at her own expense all materials and equipment necessary to carry out the terms of this Agreement.

SECTION NINE. DIGITAL FILES

CONSULTANT shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY.

SECTION TEN. EMPLOYMENT OF PERSONNEL

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel.

SECTION ELEVEN. TIME OF PERFORMANCE

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the Project in accordance with the proposal. The services of CONSULTANT are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. CONSULTANT's performance of the Project starts April 3, 2020, and shall be completed on or before July 31, 2020.

**SECTION TWELVE.
COMPENSATION**

Subject to the provisions of this Agreement, CONSULTANT agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed \$25,795, with hourly rates for the CONSULTANT'S personnel to be as depicted in Exhibit A, unless specifically authorized by a written contract amendment prior to the commencement of any additional work. CONSULTANT shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by CONSULTANT up to the date of such invoice. CITY shall reimburse CONSULTANT for work satisfactorily performed on a time and materials basis.

If the CITY wants the CONSULTANT to travel outside of Yuma County, then it shall be handled as an additional service which shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

**SECTION THIRTEEN.
ASSIGNMENT**

CONSULTANT shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

**SECTION FOURTEEN.
INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or caused in whole or in part by acts or omissions of CONSULTANT (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to CONSULTANT's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties. This indemnification provision shall apply to suits, claims, losses, liabilities, damages, costs, expenses and debt that are not otherwise covered by the CITY's Liability Insurance provided for by the Arizona Municipal Risk Pool.

**SECTION FIFTEEN.
INSURANCE**

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, and which is applicable to a given loss, will be available to CITY.

Without in any way limiting CONSULTANT's liability pursuant to the indemnification described above, CONSULTANT shall maintain, during the term of this contract, the following types and amounts of insurance:

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

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits

<u>Comprehensive Automobile Liability</u> (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per Occurrence
---	--

If CONSULTANT owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees use personal motor vehicles in any way on this Project, then CONSULTANT shall obtain evidence of personal motor vehicle liability coverage for each such person.

Workers' Compensation and Employer's Liability

Statutory, \$1,000,000

Professional Liability

\$1,000,000 per claim and \$2,000,000 annual aggregate

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. CONSULTANT shall provide CITY with certificates of insurance documenting that CONSULTANT has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days' prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

CONSULTANT will file a certificate of insurance and endorsement naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by CONSULTANT shall be primary and non-contributory and any coverage maintained by CITY shall not be expected to contribute to any claims arising from the work under this Agreement. The CONSULTANT shall file these certificates with CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

**SECTION SIXTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

A. Conflict of Interest

CONSULTANT declares that she presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. CONSULTANT further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. CONSULTANT certifies that, if she hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY. 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.

B. Employment Eligibility

CONSULTANT hereby warrants that 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 CONSULTANT to ensure that CONSULTANT complies with this warranty.

C. Boycott

CONSULTANT certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01. The undersigned understands this certification will become public record under A.A.C. R2-7-C317.

D. San Luis Business License

CONSULTANT shall obtain a San Luis Business License.

**SECTION SEVENTEEN.
INSPECTION OF WORK**

CITY's representative or his or her designee shall at all times have the right to inspect the work, services or performance of CONSULTANT. CONSULTANT shall furnish all reasonable aid and assistance required by CITY for proper examination of the work or services. Such inspection shall not relieve CONSULTANT of any obligation to perform such services in accordance with the law or this Agreement.

**SECTION EIGHTEEN.
NO WAIVER**

CONSULTANT agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

**SECTION NINETEEN.
ATTORNEYS' FEES; COURT VENUE**

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma, County, Arizona or the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fees shall be included in the judgment, together with all costs.

**SECTION TWENTY.
NOTICES**

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

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or

- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If for the CITY -

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

Copy to

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

If to the CONSULTANT- Nicklaus Engineering, Inc.
1851 W. 24th Street, Suite 101
Yuma, Arizona 85364

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.

SECTION TWENTY-ONE. TERMINATION

Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay CONSULTANT for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of CONSULTANT.

SECTION TWENTY-TWO. OWNERSHIP OF DOCUMENTS

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the

permission of CONSULTANT.

When CONSULTANT creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

**SECTION TWENTY-THREE.
GOVERNING LAW AND SEVERABILITY**

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

**SECTION TWENTY-FOUR.
MISCELLANEOUS PROVISIONS**

A. Headings

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

B. 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.

C. No Third-Party Beneficiaries

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

D. No Agency Created

It is not intended by this Agreement to, and nothing contained in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

E. No Personal Liability

No member, official or employee of the CITY shall be personally liable to CONSULTANT, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the CONSULTANT or its successor or assign, or (c) under any

obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of CONSULTANT under this Agreement shall be limited solely to the assets of CONSULTANT and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of CONSULTANT; (ii) the shareholders, members or managers or constituent partners of CONSULTANT; or (iii) officers of CONSULTANT.

F. Survival

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

G. Time is of the Essence

Time is of the essence in this Agreement and CONSULTANT agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed on or before July 31, 2020. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the CONSULTANT of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. Further Acts

Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

I. Force Majeure

If CONSULTANT or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of "force majeure" include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

**SECTION TWENTY-FIVE.
ENTIRE AGREEMENT**

This Agreement, including its Exhibit, represents the entire understanding of CITY and CONSULTANT as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

The Parties have executed this Agreement in Arizona the day and year first above written which is the day the last Party approved this Agreement.

	<p>City of San Luis, Arizona</p> <hr/> <p>Gerardo Sanchez, Mayor</p>
<p>ATTEST:</p> <hr/> <p>Sonia Cornelio, City Clerk</p>	<p>APPROVED AS TO FORM:</p> <hr/> <p>Kay Marion Macuil, City Attorney</p>
	<p>Nicklaus Engineering, Inc.</p> <hr/> <p>Eric Gardner, Vice President</p>



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 04/22/2020

Department Head: James Einwaechter, Assistant Director of Public Works, Public Works Department

Submitted By: James Einwaechter, Assistant Director of Public Works, Public Works Department

Action Requested: Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2124. A resolution of the Mayor and City Council of the City of San, Luis, Arizona authorizing and directing the entering into an Amendment No. 2 to the existing 2015 Intergovernmental Agreement (as amended by the 2017 Amendment No. 1) between the City of San Luis and Yuma County for Road Maintenance. **(James R. Einwaechter, Assistant Director of Public Works)**

SUMMARY:

On October 5, 2015, the City of San Luis and Yuma County agreed to a final proposed Intergovernmental Agreement (IGA) for Road Maintenance. The IGA was adopted by the San Luis City Council on November 24, 2015, via Resolution No. 1123. The IGA provides for Yuma County to provide road maintenance support (e.g., equipment and materials to perform corrective and preventive maintenance to City roads with chip seals, scrub seals, cold mix, and asphalt rejuvenators) to the City of San Luis. Support is on an as-requested basis, for a period of five years (renewable for an additional 5 years, not to exceed \$100,000 per year. Amendment No. 1 to the IGA, executed on November 15, 2017, increased the maximum to not to exceed \$250,00 per year. The City of San Luis has an emerging (and increasing) requirement to timely and professionally install, maintain, and repair traffic lights, noting that many existing traffic lights are now in need of frequent repair, and the number of traffic-controlled intersections (particularly along Cesar Chavez Blvd.) will continue to increase as the pace of development throughout the City increases. Yuma County is supportive of further amending the 2015 IGA for them to expressly provide traffic signal support to the City (not to exceed \$50,000 per year) and have concurred in the final draft Amendment No. 2 to the IGA that we are now presenting to the San Luis City Council for adoption via Resolution.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2124.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	\$50,000
TOTAL:	\$50,000
BUDGETED AMOUNT:	\$50,000
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 200-210-80000 Contractual Services \$19,324,
200-219-70025 Maintenance
Other \$75,400

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

The City of San Luis continues to fund and execute traffic signal maintenance via annual Public Works budgets. Approval of this IGA will merely allow us (at our discretion) to expressly direct up to \$50,000 per year in such requirements to Yuma County for efficient, effective execution of the work. Budgeted Funds needed to cover these expenditures are in our operating budget in the Contractual Services and Maintenance accounts.

Attachments

IGA 2015

Amendment No. 1 2017

Proposed Amendment No. 2 2020

Proposed Resolution 2124

2015-28273 RESOLUTION
12/21/2015 03:17:43 PM Pages: 8 Fees: \$0.00
Requested By: CITY OF SAN LUIS CLERK OFFICE
Recorded By: askaggs
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:

Resolution No. 1123

A Resolution of the Mayor and Council of the City of San Luis, Arizona approving an Intergovernmental Agreement between the City of San Luis and Yuma County for road maintenance

RECEIVED

JAN - 4 2016

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



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 1123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND YUMA COUNTY FOR ROAD MAINTENANCE.

Whereas, the City of San Luis, Arizona desires to enter into an Intergovernmental Agreement with Yuma County regarding roadway maintenance throughout the City.

Whereas, the purpose of the Agreement is for Yuma County to provide equipment and materials to perform corrective and preventive maintenance to City roads with chip seals, scrub seals, cold mix, and asphalt rejuvenators.

Whereas, the parties to the Intergovernmental Agreement Desire to enter into said Agreement,

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

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 24th day of November, 2015.


Gerardo Sanchez, Mayor

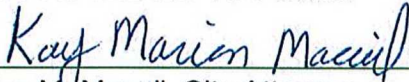
Resolution 1123

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM:



Kay M. Macuil, City Attorney

Exhibit A

A
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**INTERGOVERNMENTAL AGREEMENT
FOR ROAD MAINTENANCE**

This Intergovernmental Agreement ("Agreement") is between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("City") and the County of Yuma, a political body ("County") pursuant to A.R.S. § 11-951 through § 11-954, as amended.

RECITALS

WHEREAS, the County is empowered by A.R.S. §11-251 and§ 11-951 et seq. to enter into this Agreement and the City is empowered by A.R.S. § 11-951 et seq., to enter into this Agreement; and

WHEREAS, the City desires to apply corrective or preventive maintenance to City roadways; and

WHEREAS, the County has the equipment to apply the necessary asphalt sealants; and

WHEREAS, the County is willing to utilize its equipment and manpower to perform chip seals, scrub seals, cold mix, and asphalt rejuvenators for the City; and

WHEREAS, contracting with the County to perform roadway maintenance will result in a substantial cost savings to the City; and

WHEREAS, it is to the mutual benefit of the City and the County to enter into this Agreement,

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

Section 1. Term. This Agreement is for a term of five (5) years and will renew for additional five (5) years unless a party provides notice to the other party in writing within 90 days prior to the expiration of the Agreement.

Section 2. Agreement to Apply Roadway Maintenance. The County shall provide roadway maintenance at various locations within the jurisdiction of the City.

Section 3. Project Administration. The County will administer the contract in accordance with state, city, and county statutes, ordinances, regulations, and requirements. The County will provide direction and approve all project requirements, process project documents as necessary, and administer all construction contracts. The party performing the work shall have sole responsibility for the work completed and the quality of the workmanship of the project undertaken.

Section 4. Payment of Costs for the Roadway Maintenance. The City shall pay to the County the reasonable, actual costs for the work performed on the City roadways. Costs may not exceed \$100,000 per fiscal year. The County shall invoice the City monthly for the City's share of the actual, reasonable cost of the Project for the work performed during the previous calendar month. The City shall pay County for the City's portion of the work within thirty (30) days of invoice by the County. Upon completion of the Project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days.

Section 5. Ownership and Maintenance. Upon completion of the Project, the City shall remain the owner of the roadways and shall provide for, at its own cost, proper maintenance.

Section 6. Authorization. This Agreement has been approved by actions taken by the governing bodies of the County and the City. In such respective action, the undersigned were authorized and directed to execute this Agreement.

Section 7. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liabilities, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

Section 8. Insurance. Each party acknowledges and agrees that the other party is self-insured.

Section 9. Cancellation. To the extent applicable by provision of law, all parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein.

Section 10. Recording. This Agreement shall become effective upon execution by the appropriate officials of each party hereto and shall be recorded in the office of the County Recorder of Yuma County, Arizona.

Section 11. Termination. This Agreement shall remain in full force and effect until expiration of its initial term or any renewal term or until terminated by either party. Either party may terminate this agreement by giving the other party no less than sixty days (60) written notice of its intent to terminate. If either party fails to appropriate funds for this Agreement, the Agreement shall terminate at the end of the period for which funds are appropriated.

Section 12. Compliance with Law. The parties must comply with all federal, state and local laws and ordinances applicable to its performance under this Agreement.

Section 13. 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 is entitled to reasonable attorney fees and costs.

Section 14. 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 and enforceable.

Section 15. 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 and endorsed by the parties.

Section 16. No Partnership. Nothing in this Agreement constitutes a partnership or joint venture between the parties and neither party is the principal or agent of the other.

Section 17. Notices. All notices or demands upon any party to this Agreement shall be in writing and all shall be delivered on both the City Clerk and the Director of Public Works in person or sent by mail addressed as follows:

City Clerk
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Director of Public Works
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Section 18. Employment Eligibility. The parties warrant, and shall require its subcontractors to warrant, that each is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that Contractor or its subcontractors are complying with this warranty.

DATED this 5th day of October, 2015.

CITY OF SAN LUIS



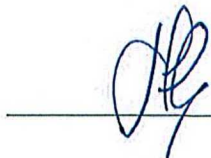
COUNTY OF YUMA



Russell McCloud, Chairman

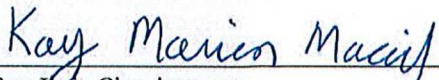
ATTEST:





**INTERGOVERNMENTAL AGREEMENT
FOR ROAD MAINTENANCE**


Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of San Luis, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority and the laws of the State of Arizona to the City of San Luis:



San Luis City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR ROAD MAINTENANCE**

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the County Attorney for the County of Yuma, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:



Jon Smith, Yuma County Attorney

**AMENDMENT No. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SAN LUIS AND YUMA COUNTY FOR ROAD MAINTENANCE**

This Amendment No. 1 is to amend the aforementioned Intergovernmental Agreement between the City of San Luis and Yuma County executed on October 5, 2015.

RECITALS

WHEREAS, the City has requested the County to perform road maintenance and construction; and

WHEREAS, the requested road work will result in the annual costs exceeding the threshold identified within the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Section 4 of the aforementioned Agreement shall be replaced with the following:

The City shall pay to the County the reasonable, actual costs for the work performed on the City roadways. Costs may not exceed \$250,000 per fiscal year. The County shall invoice the City monthly for the City's share of the actual, reasonable cost of the Project for the work performed during the previous calendar month. The City shall pay the County for the City's portion of the work within thirty (30) days of invoice by the County. Upon completion of the Project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days.

BE IT FURTHER RESOLVED, that the remainder of the Agreement is not changed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed the day and year last here written.

Dated October 18, 2017

Dated November 15, 2017

CITY OF SAN LUIS

YUMA COUNTY

By 
Tadeo A. De La Hoya
City Administrator

By 
Marco A. "Tony" Reyes
Chairman, Board of Supervisors

ATTEST:


Sonia Cornelio
City Clerk

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of San Luis, Arizona. The undersigned has determined that this Amendment to the Agreement is in proper form and is within the powers and authority granted under the San Luis City Charter, and the laws of the State of Arizona to the City of San Luis:



Kay M. Macuil, San Luis City Attorney

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the County Attorney for the County of Yuma, Arizona. The undersigned has determined that this Amendment to the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:

Jon R. Smith, County Attorney



By: Edward P. Feheley, Deputy County Attorney

**AMENDMENT No. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SAN LUIS AND YUMA COUNTY FOR ROAD MAINTENANCE**

This Amendment No. 1 is to amend the aforementioned Intergovernmental Agreement between the City of San Luis and Yuma County executed on October 5, 2015.

RECITALS

WHEREAS, the City has requested the County to include preventative and corrective maintenance on their current traffic signal assets; and

WHEREAS, the requested maintenance work will result in the annual costs exceeding the threshold identified within the Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Section 4 of the aforementioned Agreement shall be replaced with the following:

The City shall pay to the County the reasonable, actual costs for the work performed on the City's traffic signals. Costs may not exceed \$50,000.00 per fiscal year. The County shall invoice the City quarterly for the City's share of the actual, reasonable cost of the Project for the work performed during the previous quarter. The City shall pay the County for the City's portion of the work within thirty (30) days of invoice by the County. Upon completion of the Project, the County shall compute the total actual cost of the project. Any payments due, or credit, shall be reconciled within sixty (60) days.

BE IT FURTHER RESOLVED, that the remainder of the Agreement is not changed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed the day and year last here written.

Dated _____, 2020

Dated _____, 2020

CITY OF SAN LUIS

YUMA COUNTY

By _____

By _____

Gerardo Sanchez
Mayor

Marco A. "Tony" Reyes
Chairman, Board of Supervisors

City Administrator

ATTEST:

Sonia Cornelio
City Clerk

Page 2 of 2
Amendment No. 1

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the undersigned City Attorney for the City of San Luis, Arizona. The undersigned has determined that this Amendment to the Agreement is in proper form and is within the powers and authority granted under the San Luis City Charter, and the laws of the State of Arizona to the City of San Luis:

Kay M. Macuil, San Luis City Attorney

Pursuant to A.R.S. §11-952, the foregoing Agreement has been submitted to the County Attorney for the County of Yuma, Arizona. The undersigned has determined that this Amendment to the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Yuma:

By: Edward P. Fehleley, Deputy County Attorney



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 2124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AMENDMENT NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS AND YUMA COUNTY FOR ROAD MAINTENANCE:

Whereas, the City of San Luis, Arizona desires to enter into an amendment of an Intergovernmental Agreement with Yuma County regarding roadway maintenance throughout the City.

Whereas, the purpose of the Amendment to the Agreement is for Yuma County to provide traffic signal installation, maintenance, and repair services.

Whereas, the parties to the Intergovernmental Agreement desire to enter into said Amendment to the Agreement,

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

Section 1: That the Amendment to the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby approved.

Section 4: That the appropriate City Officials are hereby authorized and directed to enter into said Amendment to the Agreement on behalf of the City and take any and all actions as may be necessary to effectuate said Amendment to the Agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this ____ day of _____, 2020.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay M. Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 04/22/2020

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2126. A resolution of the Mayor and City Council of the City of San Luis, Arizona, relinquishing the remaining property known as Friendship Park (5.22 acres) to the U.S. General Services Administration (GSA) for incorporation into the San Luis Arizona Land Port of Entry 1. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

On December 20, 2019, the U.S. Congress and the U.S. President approved \$152.4 million dollars to build improvements to the San Luis, Arizona Land Port of Entry 1, (POE-1). GSA is moving forward with the project and will need the land of Friendship Park to build the Port. The form of resolution has been cleared through GSA and BLM. Staff recommends approval of this resolution since improvements to POE-1 will lessen wait times at the border which in turn will spur economic development for San Luis and the region.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2126.

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):

Although the City will lose its patent to Friendship Park, the improvements to POE-1 and the shorter wait times will make-up for the loss through increased economic opportunities.

Attachments

Resolution No. 2126



Resolution

No. 2126

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, RELINQUISHING THE REMAINING PROPERTY KNOWN AS FRIENDSHIP PARK (5.22 ACRES) TO THE BUREAU OF LAND MANAGEMENT (BLM) FOR INCORPORATION INTO THE SAN LUIS, ARIZONA LAND PORT OF ENTRY 1.

WHEREAS, on or about December 16, 1983, the Bureau of Land Management (“BLM”) transferred to the City of San Luis (“city”), the land known as Friendship Park by means of Patent Number 02-74-0026; and

WHEREAS, on January 14, 2008, by Resolution No. 806 and upon the request of BLM for the needs of the Department of Homeland Security, the city relinquished the south 90 feet of Friendship park to the United States of America; and

WHEREAS, in 2010, San Luis, Arizona Land Port of Entry 2 opened for commercial traffic and only non-commercial traffic flows through San Luis, Arizona Land Port of Entry 1 (“POE-1”); and

WHEREAS, on October 24, 2018, the Bureau of Land Management (BLM), U.S. Customs and Border Protection, and the City of San Luis hosted a ribbon cutting ceremony for the opening of a pedestrian processing annex which expanded POE-1 by 8,000 square feet; and

WHEREAS, the remainder of POE-1 is about 40 years old; and

WHEREAS, modernization and improvements of POE-1 are necessary for economic development of the region as they will expedite traffic through it and reduce wait times created by about 8.5 million people per year passing through POE-1 with only about seven (7) vehicle lanes.

WHEREAS, on December 20, 2019 the U.S. Congress and the U.S. President approved 152.4 million dollars to build improvements to the San Luis, Arizona Land Port of Entry 1 (POE-1); and

WHEREAS, BLM proposes to renovate and expand the existing downtown San Luis, Arizona Land Port of Entry (POE-1) to improve its functionality, capacity, and security; and.

WHEREAS, BLM has expressed a need for the land currently occupied by Friendship Park to expand the existing land area of POE-1; and

WHEREAS, the needs of the City of San Luis for Parks and Recreation facilities have changed due to the growth of the city in both land area and population; and,

WHEREAS, The U.S. General Services Administration (GSA) has expressed a willingness to assist the BLM and the City of San Luis with any actions required to facilitate the city's relinquishment; and

WHEREAS, BLM has expressed a willingness to assist the City of San Luis with any actions required to facilitate the city's acquisition of additional land suitable for park facilities.

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

SECTION 1: The expansion and renovation of POE-1 is to the advantage of the City of San Luis for economic development and for development of the Main Street area as a viable business district.

SECTION 2: The City of San Luis agrees to comply with all appropriate procedures, guidelines, and requirements established by BLM to facilitate this action.

SECTION 3: That the relinquishment of the remaining property known as Friendship Park (5.22 acres) and further described as:

That portion of T11S-R25W-Sec 12, Description-Lot 13 located north of the chain link fence that separates the park from the security area is hereby approved.

SECTION 4: The City Manager or designee is authorized to conduct all negotiations, execute and submit all documents including, but not limited to, application, agreements, contracts, and amendments which may be necessary for the project.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona,
this _____ day of April, 2020.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney