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, June 9, 2021. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.02, 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, 9 de Junio del 2021. 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, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
June 9, 2021
7:00 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Regular meeting of June 9, 2021, in person if the 6-foot distance can be maintained, which is 27 people. 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. Call to the Public will only be available to those attending the meeting in person.

Public comment will be limited to the public hearing on Item #6. D. Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the 4th of July Celebration to be held July 4, 2021; and Item #6. P. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-0293 and Ordinance No. 417. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Chapter 18 Zoning Regulations Section 18.30.020(E)(7) and 18.30.030(E)(6) of the San Luis City Code to change the requirements for covered parking on Multiple Residential Zoning Districts. The city will receive public comments by email at cityclerksoffice@sanluisaz.gov for City Council's consideration any time before the meeting and during the meeting, which is scheduled to start at 7:00 p.m. on Wednesday, June 9, 2021. Any email comments received will be read aloud into the record.

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Regular del Cabildo del 9 de Junio del 2021, si la distancia de 6 pies puede mantenerse, ques son 27 personas. 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. Llamado al Publico estara disponible solo a quienes asistan a la junta en persona.

Los comentarios públicos se limitarán a la audiencia pública sobre el Tema # 6. D. Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con la recomendación de una solicitud de licencia de licor para eventos especiales al Departamento de Licencias y Control de Licor de Arizona para autorizar al Rotary Club de San Luis FRONTERA a vender alcohol en la celebración del 4 de Julio que se llevará a cabo el 4 de Julio del 2021; y el Tema # 6. P. Audiencia pública seguida de discusión y posible acción sobre todos y cada uno de los asuntos relacionados con la Enmienda al Texto Caso No. 2021-0293 y la Ordenanza No. 417. Una ordenanza del Alcalde y el Concilio Municipal de San Luis, Arizona enmendando el Capítulo 18 Reglamentos de Zonificación Sección 18.30. 020 (E) (7) y 18.30.030 (E) (6) del Código de la Ciudad de San Luis para cambiar los requisitos para estacionamiento cubierto en Distritos de Zonificación Residencial Múltiple. La ciudad recibirá comentarios públicos por correo electrónicocityclerksoffice@sanluisaz.gov para consideración del Cabildo Municipal en cualquier momento antes de la reunión y durante la reunión, que está programada para comenzar a las 7:00 p.m. el miércoles 9 de Junio del 2021. Cualquier comentario por correo electrónico recibido se leerá en voz alta para ser documentado.

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

1. CALL TO ORDER/ROLL CALL 7:02 P.M.

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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

4. A. MINUTES OF **Approved**
- Regular Council meeting held May 12, 2021
- Special Council meeting held May 19, 2021

4. B. DISBURSEMENTS FROM MAY 18, 2021 TO JUNE 1, 2021 **Approved**
Total Disbursements $1,059,434.31
(One Million, Fifty-Nine Thousand, Four Hundred Thirty-Four Dollars and Thirty-One Cents)

4. C. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. D. Discussion and possible action on any and all matters regarding the annual contribution to the 4FrontED Binational Regional Program to promote education, infrastructure, tourism, and economic development. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. E. Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. F. Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. G. Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. H. Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. I. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. J. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. K. Discussion and possible action on any and all matters regarding a budget for a contribution to the transit fund for the Yuma County Area Transit (YCAT) Public Transportation Services. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. L. Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2021-2021. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. M. Discussion and possible action on any and all matters regarding the proposed agreement with Arizona Interagency Farmworkers Coalition, Inc for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. N. Discussion and possible action on any and all matters regarding the approval of an agreement with the nonprofit corporation, Comité de Bien Estar, Incorporated for the Off-Road Expo event in San Luis, Arizona for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. O. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. P. Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the 2022 Annual Blazing Desert ComicCon event in San Luis, Arizona for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. Q. Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)** **Approved**

4. R.	Discussion and possible action on any and all matters regarding a budget for Yuma Regional Medical Center (YRMC) Cancer Center Hispanic Support Group, Inc., for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**	**Approved**
5.	**DISCUSSION AND POSSIBLE ACTION ITEMS:**	
5. A.	Discussion and possible action on any and all matters regarding the waiving of formal purchase procedures under City Code-Purchasing §3.05.010 (H) for the rental of inflatable slides and related kid-friendly rentals from Poly's Party Rentals for the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks and Recreation)**	**Approved**
5. B.	Discussion and possible action on any and all matters regarding the approval to move forward with the estimate from ULTRA SHOW MAKERS, for sound, stage, and lighting for the 4th of July Celebration as well as to formally waive procurement code §3.05.010 (D). **(Lizandro Galaviz, Director of Parks and Recreation)**	**Approved**
5. C.	Discussion and possible action on any and all matters regarding the contract between the City of San Luis and Sound Talent Group for a musical performance for the 4th of July Celebration event. **(Lizandro Galaviz, Director of Parks & Recreation)**	**Continued to the Next Scheduled Meeting**
5. D.	Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the 4th of July Celebration to be held July 4, 2021. **(Lizandro Galaviz, Director of Parks and Recreation)** A. Open public hearing 1. Presentation by staff and/or applicant 2. Call to the public on this item B. Close public hearing C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control	**Public Hearing Held/Approved**
5. E.	Discussion and possible action on any and all matters regarding the approval of Lighting and Retention Basin Assessment Districts Budget for Fiscal Year 2021-2022. **(Roula Encinas, Acting Assistant Director of Finance)**	**Approved**
5. F.	Discussion and possible action on any and all matters regarding the acceptance and approval of the Tentative Budget for Fiscal Year 2021-2022. **(Monica Castro, Director of Finance)**	**Approved**

5. G. Discussion and possible action on any and all matters regarding the request to purchase a large volume of water meters and MXUs from Dana Kepner Company due to the shortage of supplies and the increased lead-times for products. **(Jorge Perez, Billing & Collections Manager)** **Approved**

5. H. Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0308F. A request by Edais Engineering, Inc, on behalf of the owner, for the final plat approval for Palencia Hills Subdivision. The property is located north of County 22nd Street and in alignment with Quintero Avenue. **(Jose A. Guzman, Director of Planning and Zoning)** **Approved**

5. I. Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0181F. A request by Vega & Vega Engineering, PLC, on behalf of Sam Group Investment Co., owner, for the final plat approval for Belleza Del Desierto Phase 2 Subdivision. The property is located at the southeast corner of 20th Avenue and San Antonio Street. **(Jose A. Guzman, Director of Planning and Zoning)** **Approved**

5. J. Discussion and possible action on any and all matters regarding Resolution No. 2181. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)** **Approved**

5. K. Discussion and possible action on any and all matters regarding Resolution No. 2182. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating, maintaining and improving certain retention basins serving the area described as Belleza del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)** **Approved**

5. L. Discussion and possible action on any and all matters regarding Resolution No. 2183. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention of operating, maintaining, repairing and improving certain landscape improvements included within, near, and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures serving the area described as Belleza del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)** **Approved**

5. M. Discussion and possible action on any and all matters regarding Resolution No. 2184. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)** **Approved**

5. N.	Discussion and possible action on any and all matters regarding Resolution No. 2185. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**	**Approved**
5. O.	Discussion and possible action on any and all matters regarding Resolution No. 2186. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance, and repair of certain landscape improvements included within, near, and adjacent to the retention and detention basins, parking, parkways, and related facilities together with appurtenant structures serving the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**	**Approved**
5. P.	Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-0293 and Ordinance No. 417. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Chapter 18 Zoning Regulations Section 18.30.020(E)(7) and 18.30.030(E)(6) of the San Luis City Code to change the requirements for covered parking on Multiple Residential Zoning Districts. **(Jose A. Guzman, Director of Planning & Zoning)** A. Open public hearing 1. Staff presentation 2. Call to the Public on this item B. Close public hearing C. Action on Reading of Ordinance No. 417 by title only. (Clerk to read the ordinance by title only) D. Action on Ordinance No. 417	**Public Hearing Held/Approved**
6.	**SUMMARY OF CURRENT EVENTS** Events by Mayor, Council Members and/or City Manager pursuant to A.R.S. §38-431.02 (K).	**Informational Update**
7.	**CALL TO THE PUBLIC** This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.	**No Legal Action Permitted**
8.	**ADJOURNMENT 8:48 P.M.**	

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. A.**

Meeting Date: 06/09/2021

Summary

MINUTES OF

- Regular Council meeting held May 12, 2021
- Special Council meeting held May 19, 2021

Attachments

5/12/2021 RCM

5/19/2021 SCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
May 12, 2021
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Africa Luna-Carrasco called the Regular City Council meeting to order at approximately 7:00 p.m.

Mayor, City Council, and some members of staff participated remotely.

PRESENT: Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Jose Ponce (arrived at approximately 7:09 p.m.)
Council Member Matias Rosales

ABSENT: Mayor Gerardo Sanchez
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angelica Roldan, Assistant Director of Parks & Recreation
Axel Chaira, I.T. Technician
Derek Dueñas, I.T. Manager
Eulogio Vera, Director of Public Works
James Einwaechter, Assistant Director of Public Works
Jose Luis Cisneros, Executive Assistant
Marlene Lara, Assistant to Mayor and Council/PIO
Monica Castro, Director of Finance
Ralph Velez, City Consultant (remotely)
Richard Jessup, Chief of Police

2. PLEDGE OF ALLEGIANCE

Council Member Mario Buchanan Jr. led the pledge of allegiance.

3. INVOCATION

Mr. Richard Jessup, Chief of Police, led the invocation.

4. PRESENTATION

4. A. Presentation on any and all matters regarding Yuma Metropolitan Planning Organization comprehensive multi-agency transportation planning program by Mr. Paul Ward, Executive Director. (Paul Ward, Executive Director to Yuma Metropolitan Planning Organization)

Mr. Paul Ward, Executive Director for Yuma Metropolitan Planning Organization (YMPO), provided a PowerPoint presentation that explained what YMPO is and what they do. He indicated that Metropolitan Planning Organizations (MPOs) were originally designed to ensure regional cooperation in transportation planning. The biggest single agency in transportation in Yuma County is Arizona Department of Transportation (ADOT). ADOT answers to the Governor, through the Arizona State Transportation Board (AZSTB). The AZSTB establishes State Routes, Policy Powers and State Highway Program, ADOT's FY 2021-2025
5-Year Transportation Facilities Construction Program. In 2020, ADOT received $800 million in federal funds and just over $600 million in state funds, for a total of $1.4 billion. These funds come from taxes on gasoline and diesel (also known as Use Fuel), distributed by federal legislation - the FAST Act. $80 million direct to the "big two" (MAG & PAG). They also get another 50% of ADOT discretionary funding (+$360 million); the AZSTB (ADOT) programs the remaining $280 million in fed funds; ADOT only allocates less than $10 million to 'rural' MPOs; currently, YMPO receives only about $1 million per year in STBG funds. State funds (HURF) - distribution flowchart include $1.5 billion in state funds; $40 million off the top to various minor programs; counties ($273 million); all cities & towns ($396 million – last year the City of San Luis received just over $2.8 in HURF); cities over 300,000 ($43 million) (MAG and PAG regions); another $100 million to MAG and PAG; ADOT Operations ($387 million); debt service and other costs ($200 million); statewide projects (< $170 million). ADOT adds the remaining federal and state funds to create funding out of $1.36 billion programmed, Yuma County gets only $64 million. A separate 10-page packet contains a snapshot of the ADOT program with the projects that will be carried out in the Yuma County area in the next five (5) years as follows:

I-8: CA to MP 33; bridge deck rehab, 32 mi (2022, $4.5 M);
I-8: Aztec to MP 82; paving rehab, 11 mi (2023, $21 M);
US-95: 9E to Fortuna Wash, widening, 2 mi (2021, $27 M);
US-95: MP 34 to 37, design, 3 miles (2021, $2.5 M);
US-95 at Dome Valley, TI Improvements (2021, $2.4 M);
US-95: MP 44 to 54 paving rehab (2023, $8.3 M);
US-95: MP 60 to 80, CL & edge rumble strips (2021, 1.0 M);
Regionwide: Wrong Way signs (2021, $800,000).

He continued to explain how ADOT allocate funds, funding levels, past and present, gas tax problem; activities ongoing and still to come; and future for transportation funding in Yuma County. The Power Point presentation is attached to the complete agenda packet filed at the City Clerk's Office.

Vice Mayor Africa Luna-Carrasco thanked Mr. Ward for the informative presentation.

5. CONSENT AGENDA

5. A. MINUTES OF

- Regular Council meeting held April 14, 2021
- Budget Retreat held April 16 and 17, 2021
- Regular Council meeting held April 28, 2021

5. B. DISBURSEMENTS FROM APRIL 22, 2021 TO MAY 3, 2021

Total Disbursements $639,162.09
(Six Hundred Thirty-Nine Thousand, One Hundred, Sixty-Two Dollars and Nine Cents)

5. C. Discussion and possible action on any on all matters regarding the purchase of outdoor fitness equipment for city parks and pathways. (Lizandro Galaviz, Director of Parks and Recreation)

MOTION: Council Member Matias Rosales/Council Member Luis Cabrera to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks' presentation during the 4th of July Celebration. (Lizandro Galaviz, Director of Parks & Recreation)

Ms. Angelica Roldan, Assistant Director of Parks & Recreation, explained that this item is for the 4th of July celebration fireworks in the amount of $32,400.00. This year staff is planning to have two (2) locations. One to be Joe Orduño Park and the second location to be the new east park site, located between 19th Street and 20th Street. This new location will permit the fireworks to be viewed by more residents within the city.

Ms. Kay Macuil, City Attorney, added that the risk management pool required more liability language in the contract, so she is working with Lantis to work out the final contract.

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve $32,400.00 for the fireworks displays on July 4th and direct staff to take all actions to enter into an appropriate contract with Lantis. Motion passed unanimously.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye

6. B. Discussion and possible action on any and all matters regarding the Los Portales Del Alamo Roadway Paving Project - Phase 2 (Part of Rio Sonora Street, Part of San Felipe Street, and El Desierto Drive). (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, requested approval to enter a contract with DPE for paving of three (3) different streets. These are the remainder of the streets that staff was not able to pave last year. The city has not done any maintenance because it is beyond any crack seal or patching. Due to time constraints, he sought for quotes rather than bids and added that he is requesting that the City Council waive formal purchasing procedures. This project was discussed at the budget retreat, but it was not a budgeted item. Funding is available due to some intersections not moving forward due to lack of right-of-way.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce to approve the contract with DPE Construction, Inc., for the roadway paving project of Los Portales Del Alamo Phase 2 in the amount of $139,020.00 and waive formal purchasing procedures for the reasons presented.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye

6. C. Discussion and possible action on any and all matters regarding a contract with Edais Engineering, Inc. associated with the expansion of City Hall. (Jose A. Guzman, Director of Planning & Zoning)

Mr. Tadeo De La Hoya, City Manager, mentioned that nothing has changed from what was presented at the work session for this item; the legal department needs to include the standard language on the agreement and finalize it.

MOTION: Council Member Matias Rosales/Council Member Mario Buchanan Jr. to approve an amount not to exceed $24,000.00 to Edais Engineering, Inc. for the City Hall expansion as presented and direct staff to finalize the agreement. Motion passed unanimously.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2174. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a development and protected development rights agreement for an electricity generator using a solar wind tower with the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.) (Glenn Gimbut, Assistant City Attorney; Jose Guzman, Director of Planning & Zoning; Eulogio Vera, Director of Public Works and Ron Pickett of Arizona Green Power)

Ms. Kay Macuil, City Attorney, indicated that both staff and Mr. Ron Picket of Arizona Green Power, would like more time to work on some details in the contract and present it next week in a Special Council meeting.

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to continue this item to a Special Council meeting to be held May 19, 2021. Motion passed unanimously.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2175. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record those certain documents filed with the City Clerk and titled "Code of Ordinances of the City San Luis, Arizona." (Sonia Cornelio, City Clerk)

Mrs. Sonia Cornelio, City Clerk, explained that this item and the next one are related; she added that Resolution No. 2175 declares the Code of Ordinances as a public record.

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to approve approve Resolution No. 2175 as presented. Motion passed unanimously.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye

6. F. Discussion and possible action on any and all matters regarding Ordinance No. 415. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, enacting a Code of Ordinances for the City of San Luis, revising, amending, restating, codifying and compiling certain existing general ordinances of the City of San Luis dealing with subjects embraced in such Code of Ordinances with Code Publishing Company; repealing any conflicting provision; providing for severability; and providing for penalties. (Sonia Cornelio, City Clerk)

A. Action on Reading of Ordinance No. 415 by title only

Mrs. Sonia Cornelio, City Clerk, stated that this ordinance is for the adoption of the City Code for the city. The City of San Luis does have a City Code in place, but the codifier has changed to Code Publishing.

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve the reading of Ordinance No. 415 by title only. Motion passed unanimously.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye

Mrs. Cornelio read Ordinance No. 415 by title only.

B. Action and adoption of Ordinance No. 415

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve and adopt Ordinance No. 415. Motion passed unanimously.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye

7. SUMMARY OF CURRENT EVENTS

Council Member Luis Cabrera reported he attended the Movie Night At The Park, organized by the Parks & Recreation Department. Attendees watched the movie "The Croods", he thanked staff for putting this event together.

Vice Mayor Africa Luna-Carrasco reported that the Mayor and Council Members attended the National Day of Prayer. She also attended the Yuma County Library Board of Trustees meeting, they are planning on fully reopening on June 1st, no restrictions other than wearing a mask. They will be limiting the number of participants to their programs and events.

8. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce to adjourn the Regular Council meeting at approximately 7:55 p.m. Motion passed unanimously.

The vote was as follows:

Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	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 Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on May 12, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
May 19, 2021
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 6:39 p.m.

Mayor, City Council, and some members of staff participated remotely.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Luis E. Cabrera
Council Member Jose Ponce
Council Member Matias Rosales (arrived at approximately 6:57 p.m.)
Council Member Gloria Torres

ABSENT: Council Member Mario Buchanan Jr.

OTHERS PRESENT: Tadeo A. De La Hoya, City Administrator
Melissa Lopez, Deputy City Clerk
Kay Marion Macuil, City Attorney
Chris Velez, Management Analyst
Derek Dueñas, Information Technology Manager
Eulogio Vera, Director of Public Works
Glenn Gimbut, Assistant City Attorney
James Einwaechter, Assistant Director of Public Works
Jenny Torres, Economic Development Manager
Jonathan Dumadag, Information Technology Technician
Jorge Perez, Billing and Collections Manager
Jose Luis Cisneros, Executive Assistant
Jose Guzman, Director of Planning & Zoning
Marlene Lara, Assistant to the Mayor and City Council/PIO
Mary French Jones, Grant Writer
Monica Castro, Director of Finance
Ralph Velez, City Consultant
Richard Jessup, Chief of Police
Elizabeth Carpenter, Developer (remotely)

2. PLEDGE OF ALLEGIANCE

Council Member Jose Ponce led the Pledge of Allegiance.

3. DISCUSSION AND POSSIBLE ACTION ITEM:

3 .A. Discussion and possible action on any and all matters regarding Resolution No. 2174. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a development and protected development rights agreement for an electricity generator using a solar wind tower with the Developer (KiNRG, Inc.; KiNRG Global Solutions, Inc. and Arizona Green Power, L.L.C.). ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD MAY 12, 2021. (Glenn Gimbut, Assistant City Attorney; Eulogio Vera, Director of Public Works, Jenny Torres, Economic Development, Jose Guzman, Director of Planning & Zoning; and Ron Pickett of Arizona Green Power)

Mr. Glenn Gimbut, Assistant City Attorney, stated that this project began approximately six (6) – seven (7) years ago, this is the 3rd time a development rights agreement has been presented to the Mayor and City Council. Development Rights Agreements last only three (3) years and if development does not begin they expire. This Development Rights Agreement is different in that it requires more water and a longer period of time because of the impact of a data center. The data center will justify and allow the financing of this project and for it to begin.

Mr. Ron Pickett, Arizona Green Tower, explained that they found the way to get this done, which is the data center project. There are some more things in the Development Rights Agreement that were not there before, more infrastructure to pay for, but the economics of the tower are the same. The employees and economic benefits have been enhanced as a $1.2 billion data center that will bring another 130 employees that are higher paying employees than the tower will be bringing in. Mr. Pickett provided the basics of the solar wind tower. Staff prepared a new agreement with the name changes of the entities now involved in the project and other updates due to current estimates of water needs and a revised timeline.

Mr. Gimbut said that the main concern people have is the pledge of 12,500 acre feet of water for 50 years. The previous pledge was 8,500 acre feet for 25 years and as a result there has been some concern about that number. What the City Council knew is that Mr. Eddie Loo had his square mile and the other square mile between Avenues D and E in citrus and there was another half square mile across from the private prison in citrus, all of which is no longer there. His understanding is that the citrus per square mile was pumping 10,000 acre feet a year. If the tower is viewed because the citrus is no longer there, pumping is trading the water that previously went for citrus to now go for the tower. Therefore, more water is not being used than what was there at the time of the assured water supply study, as when this study was completed in 2010, this land was all in citrus. He added that Mr. Pickett has represented that 70% of the water after initial charge of the tower is recaptured and recycle back to the tower. The remaining 30% is cold damp air that goes into the ground. All previous agreements also said 50 years.

Mayor Gerardo Sanchez asked Mr. Eulogio Vera, Director of Public Works, if there is a 100 year guarantee of water certification.

Mr. Vera responded that the city currently has a 100 year assure water supply designation from Arizona Department of Water Resources (ADWR) received in 2010. In this designation, there is a limitation as far as when the city has to re-apply for it or worry about it. One of the criteria is exceeding the 8,000 acre feet per year, reaching where the water table drops or reaching its end of the period which will be 2030. If the current growth continues, the city would not be in jeopardy of losing the designation by 2030. In the event that the city was to receive some of the major industry that has been interested in San Luis lately, in the last couple of years that have been requesting a similar amount that the city uses right now, an acre feet will be 3,000 to 4,000 acre feet per year. Then the city would definitely have to be looking at, for example if the city was to get two (2) of those, then one would be going to ADWR and try to acquire that assured water supply designation. He learned that 70% of the water was being recharged and Mr. Pickett clarified this verbally. The city would be expecting some documentation to show that, that is the case of the 70% of the 11,000 acre feet would be going back to the ground water. Presently, the average consumption is a 3,700 acre feet per year. In comparison to this project, which is 12,500 acre feet per year, it is a significant number. If the city loses 30% of the 11,000 acre feet, then the city will be using about the same amount they are using right now. So if the tower was placed overnight, it would be like if the city had grown twice the size of what it is now. If this was the case and other projects are not happening, the city will still be in the threshold that the current designation includes.

Mr. Vera furthermore added that looking at the groundwater data, staff analyzed well site 7, since this is the closed to the project site and the biggest well, has dropped about a foot per year as far as a water table is concerned. In ten (10) years, it has dropped ten (10) feet. But for him to say it is little or a lot, he does not feel comfortable to say either as he does not have the reference. He does not have an exact time frame of when a study can be completed. The Mexico pumping influences the drop, the Bureau of Reclamation has a well-filled parallel to the international boundary which also pumps and has an impact.

A question and answer interchange took place amongst the Mayor, City Council, staff and Mr. Pickett regarding the tower project, water study, proposed agreement, documentation of the 70% replenishing of water and how the 70-30 percent functions inside the tower and aquifer. A question and answer work session took place prior to this special meeting.

Ms. Jenny Torres, Economic Development Manager, added that staff supports the project but they want to make sure that there is some analysis so staff can recommend this project as well as other future industrial developments. There is some funding available from another project that could be used. She believes it is a great investment as it will guide staff to recommend or not future developments in regards to industrial, residential and commercial.

Mayor Gerardo Sanchez expressed that he wants to make sure that the City Council feels comfortable in order to proceed. In order for the city to proceed, not only the water study will be required but also a time frame will be needed because without an agreement the project will not move forward.

The city does not want to jeopardize this project but the City Council needs answers. Based on the numbers, he wants to make sure that there is an assurance of water. He stated he does not want to reject the project adding that before the City Council proceeds with this, a timeline for the study is needed. Staff needs to define exactly what they want, how much it will cost the city and how long it will take. It appears like if the city is going to pay for this study and not Mr. Pickett.

Council Member Matias Rosales stated that a general study should be completed beforehand not for the tower but for the economic growth and then from there move forward.

Mr. Gimbut indicated that he will call Mr. Bill Plummer, Interim Director at Yuma Irrigation District, to find out what type of study is needed and for a recommendation.

Mr. Pickett stated that he understands the City of San Luis is concerned about their future growth, houses, commerce, future industry, schools, people coming in and how they are going to manage the water. He is sorry his project has become involved in that concern because he is not using the city's water. He suggested, if the city will approve moving forward with this, subject to Mr. Pickett submitting to staff an expert report validating that he will not be using the city's water, but there is nothing in this tower that use the city's water. That his company is returning it back to the environment and that in the sole discretion of staff or City Council, can cancel whatever has been done if staff or City Council do not like the reports to their satisfaction. He will draw water and it always been from day one; he met with the state to go through this on the city's behalf five (5) years ago. They are taking water out of the ground, putting it through the tower and putting it back on top of the ground again and that is not consuming water. The city needs a study to find out how the city will consume water over the next 10, 20, 30, 100 years. In this agreement Mr. Pickett will pay for that study down the road for the whole city to make sure the tower is not impacting the water usage, he is borrowing it.

Mr. Gimbut mentioned that there can be a motion that approves the agreement subject to that contingency, he will draft and put something together and suggested that this item be on next week's council meeting.

MOTION: Council Member Luis Cabrera/Vice Mayor Africa Luna-Carrasco to continue this item to the next scheduled council meeting of May 26, 2021. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Luis E. Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

4. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Luis Cabrera to adjourn the Special Council meeting at approximately 7:36 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Luis E. Cabrera	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 of the City Council of the City of San Luis, Arizona, held on April 7, 2021. 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 **4. B.**

Meeting Date: 06/09/2021

Summary

DISBURSEMENTS FROM MAY 18, 2021 TO JUNE 1, 2021

Total Disbursements $1,059,434.31

(One Million, Fifty-Nine Thousand, Four Hundred Thirty-Four Dollars and Thirty-One Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING JUN 09, 2021
Disbursement Report from 05/18/2021 TO 06/01/2021

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	5/20/2021	$ 521,855.43	Schedule A
Payroll Check Account	5/26/2021	$ 332,891.65	Schedule B
Accounts Payable Check Account	5/27/2021	$ 204,687.23	Schedule C
	Total Disbursements:	**$ 1,059,434.31**	

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

Prepared by David A. Espitia: David Espitia

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2021 JUN -1 A 11:25
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis

Payment Register

From Payment Date: 5/13/2021 - To Payment Date: 5/20/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
98149	05/13/2021	Open			Accounts Payable	RAMCAT ENTERPRISE	$1,680.00		
98150	05/17/2021	Open			Utility Management Refund	CASTRO JULIO C & PUENTES LUCILA	$108.01		
98151	05/17/2021	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$0.83		
98152	05/17/2021	Open			Utility Management Refund	CORRAL, MIGUEL ANGEL	$177.08		
98153	05/17/2021	Open			Utility Management Refund	DE LA CAMPA, LUIS A GRP #76	$5.07		
98154	05/17/2021	Open			Utility Management Refund	ESPINOZA, CARMEN, J	$128.75		
98155	05/17/2021	Open			Utility Management Refund	FELIX, ANGELITA	$49.60		
98156	05/17/2021	Open			Utility Management Refund	IBARRIA, LETICIA	$191.57		
98157	05/17/2021	Open			Utility Management Refund	LEPEZ CASTILLO, JOSE	$81.25		
98158	05/17/2021	Open			Utility Management Refund	MARTINEZ, YAJAIRA	$73.47		
98159	05/17/2021	Open			Utility Management Refund	MORENO, JESUS & MARCELA CASTILLO	$179.40		
98160	05/17/2021	Open			Utility Management Refund	NUNEZ, RAUL	$73.13		
98161	05/17/2021	Open			Utility Management Refund	OROZCO-NAVARRETTE, JACINTO	$212.73		
98162	05/17/2021	Open			Utility Management Refund	RAMOS, MARIA P	$375.14		
98163	05/17/2021	Open			Utility Management Refund	RANGEL, RAFAEL	$131.47		
98164	05/17/2021	Open			Utility Management Refund	RIVERA, MARIA, D	$214.17		
98165	05/17/2021	Open			Utility Management Refund	RODRIGUEZ GUADALUPE & EVA VASQUEZ	$75.69		
98166	05/17/2021	Open			Utility Management Refund	SERNA, ISAURO & JESUSA BECKER	$174.49		
98167	05/17/2021	Open			Utility Management Refund	TORRES AGUAYO, PERLA, N	$186.67		
98168	05/17/2021	Open			Utility Management Refund	VALENZUELA, MAYRA, D	$46.14		
98169	05/17/2021	Open			Utility Management Refund	VILLAREAL, MARIO & DARLENE GUTIERREZ	$152.22		
98170	05/20/2021	Open			Accounts Payable	CORTES, MARIA	$6.49		
98171	05/20/2021	Open			Accounts Payable	FERNANDEZ, ROBERT	$108.00		
98172	05/20/2021	Open			Accounts Payable	MOYA, JOSUE	$150.00		
98173	05/20/2021	Open			Accounts Payable	O'FALLA, CRISTIAN	$108.00		
98174	05/20/2021	Open			Accounts Payable	POLAR ICE LLC	$188.21		
98175	05/20/2021	Open			Accounts Payable	RODARTE, RODRIGO	$256.57		
98176	05/20/2021	Open			Accounts Payable	RUIZ, OSCAR	$150.00		
98177	05/20/2021	Open			Accounts Payable	SANCHEZ, VICTOR	$150.00		
98178	05/20/2021	Open			Accounts Payable	24 KARAT JEWELERS	$383.29		

Schedule 4

City of San Luis

Payment Register

From Payment Date: 5/13/2021 - To Payment Date: 5/20/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
98179	05/20/2021	Open			Accounts Payable	A & H ELECTRIC	$380.00		
98180	05/20/2021	Open			Accounts Payable	ALSCO, INC	$789.17		
98181	05/20/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	$305.27		
98182	05/20/2021	Open			Accounts Payable	ANDERSON HYDRAULICS INC	$600.78		
98183	05/20/2021	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$300.00		
98184	05/20/2021	Open			Accounts Payable	APS/CLAIM #414-1352-AH	$50.00		
98185	05/20/2021	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$74.88		
98186	05/20/2021	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	$10.00		
98187	05/20/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$119.03		
98188	05/20/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$815.86		
98189	05/20/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$327.70		
98190	05/20/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$505.44		
98191	05/20/2021	Open			Accounts Payable	BOTACH INC	$4,186.70		
98192	05/20/2021	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$2,535.30		
98193	05/20/2021	Open			Accounts Payable	BSN SPORTS	$1,006.13		
98194	05/20/2021	Open			Accounts Payable	CDWG	$7,193.32		
98195	05/20/2021	Open			Accounts Payable	CENTURYLINK	$302.79		
98196	05/20/2021	Open			Accounts Payable	CIVICPLUS	$15,740.89		
98197	05/20/2021	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	$2,527.50		
98198	05/20/2021	Open			Accounts Payable	DANA-KEPNER COMPANY INC.	$19,492.08		
98199	05/20/2021	Open			Accounts Payable	DANNER, NICHOLAS	$326.29		
98200	05/20/2021	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$1,120.07		
98201	05/20/2021	Open			Accounts Payable	DESERT WATER STORE INC	$82.01		
98202	05/20/2021	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$563.22		
98203	05/20/2021	Open			Accounts Payable	ELITE K-9, INC.	$560.35		
98204	05/20/2021	Open			Accounts Payable	ESTRADA, LETICIA	$50.00		
98205	05/20/2021	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	$360.00		
98206	05/20/2021	Open			Accounts Payable	FRED PRYOR SEMINARS	$299.00		
98207	05/20/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$2,203.00		
98208	05/20/2021	Open			Accounts Payable	FULTON,FRIEDMAN& GULLACE, LLP	$1,106.12		
98209	05/20/2021	Open			Accounts Payable	GONZALEZ, SELENE	$700.00		
98210	05/20/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$13,182.25		
98211	05/20/2021	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$8,333.25		
98212	05/20/2021	Open			Accounts Payable	KS STATE BANK	$236.59		
98213	05/20/2021	Open			Accounts Payable	L.N. CURTIS & SONS	$325.00		
98214	05/20/2021	Open			Accounts Payable	LAWSON PRODUCTS INC.	$1,797.21		
98215	05/20/2021	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$432.53		
98216	05/20/2021	Open			Accounts Payable	LIFELOC TECHNOLOGIES, INC	$191.62		
98217	05/20/2021	Open			Accounts Payable	LOWE'S HIW, INC.	$6,462.96		
98218	05/20/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	$1,660.65		
98219	05/20/2021	Open			Accounts Payable	OFFICE DEPOT	$568.46		
98220	05/20/2021	Open			Accounts Payable	OLGUIN, JULIO	$100.00		

City of San Luis

Payment Register

From Payment Date: 5/13/2021 - To Payment Date: 5/20/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
98221	05/20/2021	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C	$460.00		
98222	05/20/2021	Open			Accounts Payable	PUBLIC RECORDS AND INFO MGMT GRP	$298.00		
98223	05/20/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	$160.00		
98224	05/20/2021	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$184.30		
98225	05/20/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	$34.28		
98226	05/20/2021	Open			Accounts Payable	SAN LUIS AZ ROTARY CLUB	$153.00		
98227	05/20/2021	Open			Accounts Payable	SANFORD, JAMES	$2,305.91		
98228	05/20/2021	Open			Accounts Payable	SIX LAYERCONEPTS & CONSULTING LLC	$945.00		
98229	05/20/2021	Open			Accounts Payable	SKAGGS COMPANIES, INC	$201.40		
98230	05/20/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$17,389.11		
98231	05/20/2021	Open			Accounts Payable	SPECTRUM BUSINESS	$6,849.23		
98232	05/20/2021	Open			Accounts Payable	STRYKER SALES CORPORATION	$484.58		
98233	05/20/2021	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	$1,960.00		
98234	05/20/2021	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	$456.14		
98235	05/20/2021	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	$64,937.00		
98236	05/20/2021	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	$26,962.92		
98237	05/20/2021	Open			Accounts Payable	USA BLUE BOOK	$138.17		
98238	05/20/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$46.98		
98239	05/20/2021	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
98240	05/20/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	$2,126.53		
98241	05/20/2021	Open			Accounts Payable	YUMA SUN INC	$221.76		
98242	05/20/2021	Open			Accounts Payable	YUMA TRUCK PARTS	$1,322.41		
98243	05/20/2021	Open			Accounts Payable	YUMA WINNELSON CO.	$563.31		
98244	05/20/2021	Open			Accounts Payable	ZOLL MEDICAL CORP	$335.01		
98245	05/20/2021	Open			Accounts Payable	ZOOM VIDEO COMMUNICATIONS, INC	$402.34		
98246	05/20/2021	Open			Accounts Payable	AMBERLY'S PLACE	$3,500.00		
98247	05/20/2021	Open			Accounts Payable	EBSO, INC.	$561.82		
98248	05/20/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$660.00		
98249	05/20/2021	Open			Accounts Payable	PICTOMETRY INTERNATIONAL, CORP	$3,500.00		
98250	05/20/2021	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$285.75		
98251	05/20/2021	Open			Accounts Payable	DPE CONSTRUCTION, INC	$278,011.70		
98252	05/20/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	$2,490.13		
Type Check Totals:					104 Transactions		$521,855.43		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	$521,855.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00

City of San Luis

Payment Register

From Payment Date: 5/13/2021 - To Payment Date: 5/20/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	104		$521,855.43	$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	$521,855.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	104	$521,855.43	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**104**	**$521,855.43**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**104**	**$521,855.43**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**104**	**$521,855.43**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**104**	**$521,855.43**	**$0.00**

David Espitia

05/20/21

Pay Day Register

Pay Date Range 05/08/21 - 05/21/21

Pay Batch 202111

PSPRS FIRE DB RATE - TIER 3	2,329.68	23,437.69
PSPRS FIRE DC RATE - TIER 3	163.52	1,816.86
PSPRS FIRE DISABILITY RATE	25.62	1,816.86
PSPRS POLICE DB RATE - TIER	3,366.70	44,008.96
PSPRS POLICE DB RATE - TIER	2,086.95	17,913.82
PSPRS POLICE DB RATE - TIER 2	1,003.38	8,612.78
PSPRS POLICE DB RATE - TIER 3	2,080.08	20,926.20
STANDARD LIFE ADDTNL	973.93	.00
TRANSWESTERN MEXICAN	96.76	.00
U.S. MEX DENTAL - EE &	595.37	.00
U.S. MEX DENTAL - EE &	123.18	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	666.12	.00
US & MEX HEALTH = C	5,266.58	.00
US & MEX HEALTH = FAMILY	6,749.94	.00
US & MEX HEALTH = SP	1,138.72	.00
VSP - VISION FAMILY	681.45	.00
Net	$332,891.65	

VSP- VISION	593.25	.00
Total	$182,055.50	

Workers' Comp		Gross Base
ANIMAL CONTROL OFFICERS	65.60	2,915.49
ATTORNEY- ALL & CLERICAL-	73.30	33,324.64
AUTO SERVICE/ REPAIR	266.00	9,533.86
BUILDING- NOC OPER BY	1,111.92	30,715.52
BUS COMPANY AND DRIVERS	152.89	2,769.69
CLERICAL OFFICE/ LIBRARY/	277.65	115,690.56
Electrician	60.68	1,932.40
FIREFIGHTERS & DRIVERS	4,013.53	91,631.89
GARBAGE/ ASH/ REFUSE	280.10	4,481.60
Homemaker Service	16.69	729.01
MUNICIPAL/ TOWN/	77.88	4,450.00
PARKS- NOC ALL EMPLOYEES	602.76	19,443.52
POLICE OFFICERS	4,208.04	96,073.00
RECREATION- ALL EMPLOYEES/	257.59	18,802.14
SEWAGE DISPOSAL/ PLANT	621.87	18,078.14
Street or Road Construction	1,898.26	23,639.35
WATERWORKS OPERATIONS	538.77	15,526.06
Total	$14,523.53	

Monica Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2021.05.26 17:20:17 -07'00'

Direct Deposits	Amount
1st Bank Yuma	28,751.87
ACADEMY BANK	2,291.76
Bank of America	1,410.16
Bankcorp	150.00
Charles Sch	200.00
Chase Bank	158,187.40
chase centro	1,036.07
Federal Credit Union	34,947.02
FF CREDIT UNION	1,744.01
FIREFIGHTER FIRST CREDIT UNION	4,584.98
FIRST NATIONAL BANK TEXAS	1,551.90
GREEN DOT BANK	408.57
MIT FEDERAL CREDIT UNION	387.08
National Bank	2,609.06
Navy Federal	16,748.83
NETSPEND	488.10
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	648.96
Sunbank	1,949.31

Schedule B

City of San Luis

Payment Register

From Payment Date: 5/24/2021 - To Payment Date: 5/27/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
98253	05/27/2021	Open			Accounts Payable	BALSINO, PETER, M	$6.85		
98254	05/27/2021	Open			Accounts Payable	BALSINO, PETER, M	$255.64		
98255	05/27/2021	Open			Accounts Payable	CHARGO PA, GURSTEL	$26.95		
98256	05/27/2021	Open			Accounts Payable	FOP/ALC	$375.00		
98257	05/27/2021	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	$311.10		
98258	05/27/2021	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$345.00		
98259	05/27/2021	Open			Accounts Payable	STANDARD INSURANCE COMPANY	$8,792.89		
98260	05/27/2021	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,067.41		
98261	05/27/2021	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
98262	05/27/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$102.50		
98263	05/27/2021	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,025.00		
98264	05/27/2021	Open			Accounts Payable	LOPEZ, ENRIQUE	$159.00		
98265	05/27/2021	Open			Accounts Payable	POLAR ICE LLC	$150.01		
98266	05/27/2021	Open			Accounts Payable	SANDOVAL, ANTONIO	$150.00		
98267	05/27/2021	Open			Accounts Payable	SOLIS, ROBERTO	$159.00		
98268	05/27/2021	Open			Accounts Payable	ALSCO, INC	$576.57		
98269	05/27/2021	Open			Accounts Payable	AMAZON.COM SALES, INC.	$1,906.48		
98270	05/27/2021	Open			Accounts Payable	ANDERSON HYDRAULICS INC	$133.19		
98271	05/27/2021	Open			Accounts Payable	APPLIED CONCEPTS	$8,435.61		
98272	05/27/2021	Open			Accounts Payable	ARIZONA ASSOC. FOR ECONOMIC	$150.00		
98273	05/27/2021	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	$1,239.48		
98274	05/27/2021	Open			Accounts Payable	AUTOZONE STORES, INC	$982.98		
98275	05/27/2021	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$2,020.12		
98276	05/27/2021	Open			Accounts Payable	BELTRAN, LEANNA	$289.00		
98277	05/27/2021	Open			Accounts Payable	BILL ALEXANDER FORD	$70,298.19		
98278	05/27/2021	Open			Accounts Payable	BINGHAM EQUIPMENT CO	$132.43		
98279	05/27/2021	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$232.54		
98280	05/27/2021	Open			Accounts Payable	CABLE & WIRELESS TECHNOLOGIES, INC	$735.64		
98281	05/27/2021	Open			Accounts Payable	CAT5 COMMERCE LLC	$296.00		
98282	05/27/2021	Open			Accounts Payable	CDWG	$783.68		
98283	05/27/2021	Open			Accounts Payable	CENTURYLINK	$1,338.07		
98284	05/27/2021	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$35.00		
98285	05/27/2021	Open			Accounts Payable	DESERT EXCAVATING	$562.50		
98286	05/27/2021	Open			Accounts Payable	DESERT WATER STORE INC	$51.46		
98287	05/27/2021	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$389.69		
98288	05/27/2021	Open			Accounts Payable	ECOVERDE, LLC	$336.98		
98289	05/27/2021	Open			Accounts Payable	EMPIRE MACHINERY	$1,786.25		
98290	05/27/2021	Open			Accounts Payable	FISHER CHEVROLET INC	$179.73		

Schedule C

City of San Luis

Payment Register

From Payment Date: 5/24/2021 - To Payment Date: 5/27/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
98291	05/27/2021	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$415.00		
98292	05/27/2021	Open			Accounts Payable	GILA ELECTRONIC	$1,463.56		
98293	05/27/2021	Open			Accounts Payable	GUST ROSENFELD P.L.C.	$320.00		
98294	05/27/2021	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$2,548.00		
98295	05/27/2021	Open			Accounts Payable	HERNANDEZ, JERRY	$400.00		
98296	05/27/2021	Open			Accounts Payable	HIGA, TRICIA, K	$196.00		
98297	05/27/2021	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$4,724.10		
98298	05/27/2021	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$11,402.00		
98299	05/27/2021	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	$117.10		
98300	05/27/2021	Open			Accounts Payable	LANTIS FIREWORKS AND LASERS	$16,200.00		
98301	05/27/2021	Open			Accounts Payable	LOPEZ, ENRIQUE, I	$264.60		
98302	05/27/2021	Open			Accounts Payable	MAGU ENTERPRISE	$480.00		
98303	05/27/2021	Open			Accounts Payable	MATTICK ENTERPRISES INC	$271.92		
98304	05/27/2021	Open			Accounts Payable	MOLINA, YOLANDA	$2,904.00		
98305	05/27/2021	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	$732.00		
98306	05/27/2021	Open			Accounts Payable	OFFICE DEPOT	$1,682.60		
98307	05/27/2021	Open			Accounts Payable	PENN NEON SIGN CO., INC.	$899.82		
98308	05/27/2021	Open			Accounts Payable	PERFORMANCE MOTORSPORTS	$843.63		
98309	05/27/2021	Open			Accounts Payable	PURCELL TIRE CO.	$921.81		
98310	05/27/2021	Open			Accounts Payable	QUINONEZ, FRANCISCO	$75.00		
98311	05/27/2021	Open			Accounts Payable	REAL PURIFIED WATER LLC	$68.03		
98312	05/27/2021	Open			Accounts Payable	ROACH PEST CONTROL	$800.00		
98313	05/27/2021	Open			Accounts Payable	RUSH TRUCK CENTER	$302.31		
98314	05/27/2021	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$9,876.61		
98315	05/27/2021	Open			Accounts Payable	SIMS MACKIN, LTD.	$2,980.00		
98316	05/27/2021	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$14,902.63		
98317	05/27/2021	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	$265.58		
98318	05/27/2021	Open			Accounts Payable	SUN RENTAL AND SALES INC.	$1,127.45		
98319	05/27/2021	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$1,059.41		
98320	05/27/2021	Open			Accounts Payable	V&L LANDSCAPING AND GREEN MAINTENANCE LLC	$623.88		
98321	05/27/2021	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	$974.80		
98322	05/27/2021	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$78.06		
98323	05/27/2021	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	$3,360.00		
98324	05/27/2021	Open			Accounts Payable	YEPEZ AUTOMOTIVE REPAIR, ZULEMA	$900.00		
98325	05/27/2021	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	$2,594.99		
98326	05/27/2021	Open			Accounts Payable	YUMA NURSERY SUPPLY	$4,987.27		
98327	05/27/2021	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	$1,221.83		
98328	05/27/2021	Open			Accounts Payable	YUMA SUN INC	$1,617.08		
98329	05/27/2021	Open			Accounts Payable	YUMA TRUCK PARTS	$2,055.83		
98330	05/27/2021	Open			Accounts Payable	YUMA WINNELSON CO.	$198.39		
Type Check Totals:					78 Transactions		$204,687.23		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount

City of San Luis

Payment Register

From Payment Date: 5/24/2021 - To Payment Date: 5/27/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	78		$204,687.23	$0.00	
					Reconciled	0		$0.00	$0.00	
					Voided	0		$0.00	$0.00	
					Stopped	0		$0.00	$0.00	
					Total	78		$204,687.23	$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	$204,687.23	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	78	$204,687.23	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**78**	**$204,687.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**78**	**$204,687.23**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**78**	**$204,687.23**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**78**	**$204,687.23**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2021.05.27 17:27:00 -07'00'

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. C.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Amberly's Place provides a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department on a twenty-four (24) hour per day, seven (7) days per week basis.

Amount: The city has entered into agreements with Amberly's Place, Inc. in past years. The City Council directed staff to budget **$42,000.00** (the same as last year) for Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH AMBERLY'S PLACE IN THE AMOUNT OF $42,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$42,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022.

Attachments

Amberly's Place Contract

Letter Amberly's Place

AGREEMENT

This agreement ("Agreement") is effective July 1, 2021, and entered into this ____ day of June, 2021 by and between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, at City of San Luis c/o City Manager, 1090 East Union Street, San Luis, Arizona 85336 and P.O. Box 1170 San Luis, Arizona 85349 (Mailing address by U.S. Postal Service) "CITY" and Amberly's Place, Inc., a nonprofit organization, at Amberly's Place, Inc. c/o Executive Director, 1310 S. 3rd Avenue, Yuma, Arizona 85364, "AMBERLY'S PLACE." The CITY and AMBERLY'S PLACE may be referred to singularly as the "Party" and collectively as the "Parties."

WHEREAS, AMBERLY'S PLACE was established in 2000 as a safe haven for victims of domestic violence, sexual assault and child victims of crimes; and

WHEREAS, AMBERLY'S PLACE provides a service vital to the health and welfare to the residents of the CITY; and

WHEREAS, the CITY is desirous of supporting AMBERLY'S PLACE;

NOW, THEREFORE, the Parties in consideration of the above recitals and these mutual covenants and stipulations, agree:

I. PERFORMANCE

AMBERLY'S PLACE agrees to perform:

A. On a twenty-four (24) hours per day, seven (7) days per week basis provide a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department.

B. Coordinate with the San Luis Police Department to provide medical exams for child abuse and sexual assault victims.

C. Provide access to a victim-friendly center (AMBERLY'S PLACE) for all victims of sexual assault, domestic violence, and child victim crimes.

D. Seek grants and corporate sponsorships to improve and expand available services.

E. Maintain accurate records of all monies received and disbursed. AMBERLY'S PLACE shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants, and with the AICPA Audit Guide for Non-profit

Corporations and shall separately account for all funds provided by the CITY under this Agreement.

F. Annually provide the CITY with names and addresses of officers or directors, bylaws, and articles of incorporation and amendments thereof for AMBERLY'S PLACE. If any change of officer occurs and/or director, bylaws or articles of incorporation, AMBERLY'S PLACE shall also provide notice of the change within thirty (30) days thereafter. All documentation required by this Agreement shall be reviewed by AMBERLY'S PLACE'S Board of Directors prior to submission and shall be filed with the City Clerk within thirty (30) days after the period stated. The required reports and records are set forth:

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

2. A semiannual status report regarding monies received for the CITY. The report shall contain analytical memoranda which:

(a) Lists travel activities;

(b) Lists capital expenditures;

(c) Describes the results of activities and expected achievements;

(d) Describes program effectiveness;

G. The City Manager may also require AMBERLY'S PLACE to provide a brief monthly statement or status report in an agreed-upon form.

H. To assess the impact of the efforts of the AMBERLY'S PLACE, the CITY shall evaluate AMBERLY'S PLACE'S performance relative to the performance criteria set forth herein. And additional information desired by the CITY, which is relevant and necessary to the CITY'S evaluation shall be provided by AMBERLY'S PLACE.

II. THE CITY SHALL PROVIDE THE FOLLOWING

A. Provide funds as directed by the City Council to AMBERLY'S PLACE for the amount provided in this Agreement, unless terminated as provided in this Agreement, that amount which is provided in the annual budget of the CITY. Such sum is to be disbursed monthly.

B. The method of payment shall be:

1. AMBERLY'S PLACE shall submit a request for payment monthly to the CITY'S Director of Finance detailing the proposal's expenditures and the actual expenditures to date.

2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within fifteen (15) days to AMBERLY'S PLACE, excepts as provided in subsection C below.

C. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss because of:

1. AMBERLY'S PLACE'S failure to render acceptable services, as stated in the performance criteria of Section I, Performance. The City Manager, or designee, shall investigate and monitor the quality of AMBERLY'S PLACE'S services to determine whether such services are acceptable. Upon determination by the City Manager that acceptable services are not being rendered, the City Manager shall notify AMBERLY'S PLACE of the specific deficiencies in performance and provide a reasonable time for AMBERLY'S PLACE to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not AMBERLY'S PLACE'S services are acceptable will be the CITY'S exclusive decision.

2. AMBERLY'S PLACE'S failure to supply information, records or reports as required.

3. AMBERLY'S PLACE'S failure to comply with documentation requirements or accounting procedures.

4. AMBERLY'S PLACE'S failure to allocate money received from the CITY for the purpose described in this Agreement.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT

A. The term of the Agreement shall be for one year commencing on July 1, 2021, and ending on June 30, 2022.

B. The CITY agrees to pay AMBERLY'S PLACE $42,000.00 for services to be provided by AMBERLY'S PLACE under this Agreement during the CITY's fiscal year 2021-2022.

C. Funding of the Agreement shall be subject to the annual appropriation of funds for this activity by the City Council under the required budget process of the CITY.

D. AMBERLY'S PLACE may request and receive, as available, from the Finance Department of the CITY, certain specified CITY surplus items as required for AMBERLY'S PLACE'S operations. Determination of which surplus items are available to AMBERLY'S PLACE shall be at the sole discretion of the CITY.

E. Renewal of this Agreement beyond will be contingent upon AMBERLY'S PLACE performance under this Agreement. If AMBERLY'S PLACE'S performance does not, in all material respects, meet the minimum requirements as described in Section I, Performance of this Agreement, this Agreement may not be renewed by the City Council.

F. Nothing in this Agreement shall preclude the CITY from contracting separately with AMBERLY'S PLACE for services to be provided besides those provided in this Agreement upon terms and conditions to be negotiated by the CITY and AMBERLY'S PLACE.

IV. TERMINATION

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

A. With cause, by providing ninety (90) day notice to AMBERLY'S PLACE. Prior to such termination, the CITY shall notify AMBERLY'S PLACE of the specific grounds for termination and provide a reasonable time for remedial action by AMBERLY'S PLACE. In no event shall such time to remedy exceed ninety (90) days.

B. By mutual written consent of both Parties.

C. For breach or default by AMBERLY'S PLACE of any of its obligations under this Agreement.

V. INDEMNIFICATION

To the fullest extent permitted by law AMBERLY'S PLACE shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including

death), including but not limited to attorney's fees, caused in whole or in part by any negligent act or omission of AMBERLY'S PLACE, or anyone directly or indirectly employed by AMBERLY'S PLACE for whose acts any of them may be liable, regardless of whether or not it is caused by a Party indemnified hereunder, whether authorized by AMBERLY'S PLACE or not, including theft by AMBERLY'S PLACE or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement.

No Personal Liability. No member, official or employee of the CITY shall be personally liable to AMBERLY'S PLACE, 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 AMBERLY'S PLACE or its successor or assign, or (c) under any obligation of the CITY under this Agreement.

VI. INSURANCE

AMBERLY'S PLACE shall, at AMBERLY'S PLACE'S expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products, completed operations. Liability limits shall be no less than $1,000,000 per occurrence combined single limit and shall be primary to any other coverage available to the CITY. The CITY shall be named as an additional insured, and certificates of insurance for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy or policies shall be canceled by the insurance company or AMBERLY'S PLACE during the term of this Agreement, AMBERLY'S PLACE and the insurance company shall provide thirty (30) days written notice to the effective date of such cancellation or termination to the CITY

VII. GENERAL CONDITIONS

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

B. Financial Review.

1. AMBERLY'S PLACE shall make their financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.

2. If the CITY desires a financial audit by a certified public accountant of the AMBERLY'S PLACE'S financial records to verify the use of CITY funds according to the terms and audit. AMBERLY'S PLACE will not be responsible for the cost of such an audit if requested by the CITY and are entitled to a copy of any resulting reports that are received by the CITY.

C. Compliance with Law. AMBERLY'S PLACE shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contract entered into for performing AMBERLY'S PLACE obligations under this contract.

D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties.

E. Attorney Fees and Costs. If any action, suit proceedings are brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to witness fees, court costs, and reasonable attorney fees.

F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.

G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in any court of competent jurisdiction in the County of Yuma, State of Arizona.

H. Waiver. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in exercising any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either to insist upon strict performance of this Agreement.

I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and

enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. Integration. This Agreement contains the entire Agreement between the Parties, and no oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed hereon.

K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the Parties, and neither Party shall be deemed the principal, agent, officer, or member of the other.

L. Time is of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of AMBERLY'S PLACE of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

M. Binding Arbitration. Claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration under the Arizona Uniform Rules of Procedure for Arbitration in effect unless the Parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other Party to this Agreement.

N. Conflict of Interest. This contract shall be subject to the Conflict of interest provisions of A.R.S. § 38-511, as amended.

O. Notices. Any business communications in connection with this Agreement may be provided by email. All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party at the address in the first paragraph of this Agreement. All notices to be given under this Agreement by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed so it requires signature by the recipient or by process service 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.

P. Compliance with A.R.S. § 23-214. A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions (e-verify). Both the CITY and AMBERLY'S PLACE will not enter into a contract with any Company or its providers or subcontractors not in compliance with the requirements of A.R.S. § 23-214. Both the CITY and AMBERLY'S PLACE represents that it complies with the law and will continue to comply. By

signing below, each represents and warrants they fully comply with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this Agreement.

Q. Business License. AMBERLY'S PLACE shall obtain a San Luis, Arizona Business License.

R. Force Majeure. If AMBERLY'S PLACE 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 exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

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

T. 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 this Agreement.

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

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

[Intentionally left blank, signature page follows]

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

The Parties have executed this Agreement in Yuma County, Arizona on the date written above which is the date of the last Party to sign

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Amberly's Place,
Arizona Non-Profit Corporation

_____
Tori Bourguignon, Executive Director

Date: _____

Amberly's PLACE
Family Advocacy Center

March 11, 2021

Tadeo Azael De La Hoya
City of San Luis City Manager
1090 E. Union Street
San Luis, AZ 85349

Mr. De La Hoya;

Amberly's Place has been a proud partner with the City of San Luis for many years as we continue to work on providing more advanced services to the victims living in your community. Recently we were able to hire a dynamic Crisis Response Advocate who is a San Luis resident. Joanna Rojas attended school in the San Luis and learned of Amberly's Place from school presentations, which sparked in her the ultimate goal of working with this agency to provide services to her own community. Ms. Rojas is graduating soon with her Masters in Social Work. Joanna is proud to be the Crisis Advocate assigned to the City of San Luis. She has been doing an excellent job, as reported by the officers and victims alike. I believe bringing on qualified hometown professionals will aid in spreading the word of services as well as encourage others to gain the needed education and skills and apply.

We have seen a dramatic drop in calls for help due to the COVID outbreak. People were more concerned with the impacts of the pandemic than living with the abuse. The schools closed down and the reports of child abuse cases dropped more drastically than ever. The abuse reports that have come in were from law enforcement, not teachers. Meaning it had reached a higher level of trauma for the child. At the end of 2020 we only saw a 5% drop in reported incidents of abuse from San Luis (242). While the first two months of 2021 we have seen a 65% drop (42) in calls. These same large drops are reported statewide and nationally as schools and businesses continue to close or adjust due to the pandemic.

Amberly's Place Family Advocacy Center never closed or stopped providing crisis advocacy, medical exams, court escort, food, clothes, diapers, etc. throughout this pandemic. In 2020 we assisted San Luis families with Thanksgiving groceries (8) and Christmas gifts and clothes for 12 families. A computer was installed in the San Luis office making it possible for domestic violence victims to go online and apply for Orders of Protection. This reduced the number of necessary trips to court.

Schools have only been reopened a short time and we have already seen a dramatic increase in reports of suspected child abuse. This sharp increase was expected once schools reopened, and we preplanned for the increase with added support.

We will be requesting the same amount in support from the City of San Luis as we did last year, which is $42,000.00. These funds go towards the program in the City of San Luis. It is so important for our grant funders to see our local municipalities support us, as this helps us to maintain the grants we have. This agency has not requested a significant increase in years. We work hard to keep our costs down and to find outside grants to pick up any increase we experience. Thank you for your ongoing support of this agency and the victims we serve.

As you have heard I will be retiring May 14th 2021. The relationship with the City of San Luis will live on at the agency and continue to be valued by staff and the new Director. I would like to thank Mayor Sanchez and Council for their support over the years. It has been a strength that I appreciate more than words can express. I am honored to have worked with you and your Police Department.

If you have any questions please don't hesitate to call me at 928-373-9691.

Respectfully;

Diane Umphress

Diane Umphress
Executive Director
Amberly's Place
1310 S. 3rd Ave.
Yuma, AZ 85364

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. D.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the annual contribution to the 4FrontED Binational Regional Program to promote education, infrastructure, tourism, and economic development. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

The municipalities within Yuma County and Yuma County entered into an intergovernmental agreement creating 4FrontED; a binational program focused on education, infrastructure, tourism, and economic development. The mayors and county supervisor and the economic development staff or designee of each community compose the 4FrontED membership. The member county and municipalities contribute to the funding to meet the goals of this agreement based on twenty cents (20¢) per capita for each jurisdiction. Last year's contribution was based on the 2019 population of 37,990. This year's contribution is based on the estimated population for 2020 at 39,705 (1,715 more people).

The total due for the City of San Luis based on the estimated 2020 population is **$7,941.00** (a $343.00 increase from last year). The City Council has directed staff to budget $7,941.00 for Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRIBUTION TO 4FRONTED IN THE AMOUNT OF $7,941.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$7,941.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000, Contractual Services/$399,920.00

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

These funds are budgeted in FY 2021-2022

Attachments

4FrontED Fund Commitment 2020 Pop
2019 Population Estimate
IGA

4frontED City/County Commitments FY 2021-2022			
Community	2020 population	Funding Amount ($.20 per capita)	Increase from FY 2020-2021
San Luis	39,705	$ 7,941.00	$ 343.00
Somerton	18,039	$ 3,607.80	$ 68.20
Wellton	3,354	$ 670.80	$ 20.00
Yuma	108,010	$ 21,602.00	$ 529.00
County Unincorporated	66,213	$ 13,242.60	$ 112.60
		$ 47,064.20	$ 1,072.80

4frontED City/County Commitments FY 2020-2021			
Community	2019 Population	Funding Amount ($.20 per capita)	
San Luis	37,990	$ 7,598.00	
Somerton	17,698	$ 3,539.60	
Wellton	3,254	$ 650.80	
Yuma	105,365	$ 21,073.00	
County Unincorporated	65,650	$ 13,130.00	
		$ 45,991.40	

JULY 1, 2020 PROVISIONAL POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES

	ESTIMATE
APACHE COUNTY	72,644
Eagar	4,994
Saint Johns	3,536
Springerville	2,005
Unincorporated	62,109
COCHISE COUNTY	131,694
Benson	5,081
Bisbee	5,318
Douglas	16,957
Huachuca City	1,797
Sierra Vista	45,107
Tombstone	1,348
Willcox	3,652
Unincorporated	52,434
COCONINO COUNTY	145,326
Flagstaff	75,219
Fredonia	1,285
Page	7,549
Sedona *	2,825
Tusayan	578
Williams	3,378
Unincorporated	54,492
GILA COUNTY	55,293
Globe	7,526
Hayden *	645
Miami	1,809
Payson	16,238
Star Valley	2,368
Winkelman *	355
Unincorporated	26,352
GRAHAM COUNTY	38,666
Pima	2,551
Safford	9,887
Thatcher	5,295
Unincorporated	20,933
GREENLEE COUNTY	10,558
Clifton	4,559
Duncan	788
Unincorporated	5,211
LA PAZ COUNTY	22,542
Parker	3,430
Quartzsite	4,015
Unincorporated	15,097

	ESTIMATE
MARICOPA COUNTY	4,439,220
Apache Junction *	328
Avondale	85,108
Buckeye	87,480
Carefree	3,794
Cave Creek	5,940
Chandler	272,011
El Mirage	34,857
Fountain Hills	24,812
Gila Bend	2,025
Gilbert	263,461
Glendale	244,733
Goodyear	92,865
Guadalupe	6,400
Litchfield Park	6,942
Mesa	504,410
Paradise Valley	14,258
Peoria *	184,469
Phoenix	1,634,061
Queen Creek *	50,224
Scottsdale	250,903
Surprise	141,486
Tempe	192,008
Tolleson	7,227
Wickenburg *	7,039
Youngtown	6,615
Unincorporated	315,764
MOHAVE COUNTY	219,583
Bullhead City	41,573
Colorado City	4,926
Kingman	31,930
Lake Havasu City	57,464
Unincorporated	83,690
NAVAJO COUNTY	113,276
Holbrook	5,210
Pinetop-Lakeside	4,558
Show Low	11,863
Snowflake	6,228
Taylor	4,456
Winslow	9,772
Unincorporated	71,189

	ESTIMATE
PIMA COUNTY	1,052,375
Marana *	51,300
Oro Valley	46,273
Sahuarita	32,181
South Tucson	5,701
Tucson	549,016
Unincorporated	367,904
PINAL COUNTY	467,932
Apache Junction *	41,782
Casa Grande	58,880
Coolidge	13,212
Eloy	17,002
Florence	27,220
Hayden *	0
Kearny	2,131
Mammoth	1,559
Marana *	0
Maricopa	57,765
Queen Creek *	11,503
Superior	3,093
Winkelman *	0
Unincorporated	233,785
SANTA CRUZ COUNTY	53,731
Nogales	23,031
Patagonia	1,012
Unincorporated	29,688
YAVAPAI COUNTY	236,426
Camp Verde	11,075
Chino Valley	12,241
Clarkdale	4,569
Cottonwood	12,696
Dewey-Humboldt	4,203
Jerome	449
Peoria *	0
Prescott	43,772
Prescott Valley	47,479
Sedona *	7,475
Wickenburg *	941
Unincorporated	91,526
YUMA COUNTY	235,321
San Luis	39,705
Somerton	18,039
Wellton	3,354
Yuma	108,010
Unincorporated	66,213

ARIZONA	**7,294,587**

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	42,110
Hayden	Gila & Pinal	645
Marana	Pima & Pinal	51,300
Peoria	Maricopa & Yavapai	184,469
Queen Creek	Pinal & Maricopa	61,727
Sedona	Coconino & Yavapai	10,300
Wickenburg	Maricopa & Yavapai	7,980
Winkelman	Gila & Pinal	355

Arizona Office of Economic Opportunity (602) 771-2222 or (602) 771-1236

JULY 1, 2019 POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES

	ESTIMATE
APACHE COUNTY	71,808
Eagar	4,925
Saint Johns	3,483
Springerville	1,986
Unincorporated	61,414
COCHISE COUNTY	129,778
Benson	5,054
Bisbee	5,369
Douglas	16,656
Huachuca City	1,794
Sierra Vista	44,035
Tombstone	1,338
Willcox	3,652
Unincorporated	51,880
COCONINO COUNTY	147,275
Flagstaff	76,338
Fredonia	1,313
Page	7,686
Sedona *	2,885
Tusayan	589
Williams	3,352
Unincorporated	55,112
GILA COUNTY	55,159
Globe	7,514
Hayden *	644
Miami	1,815
Payson	16,168
Star Valley	2,353
Winkelman *	355
Unincorporated	26,310
GRAHAM COUNTY	38,476
Pima	2,534
Safford	9,951
Thatcher	5,255
Unincorporated	20,736
GREENLEE COUNTY	10,375
Clifton	4,405
Duncan	759
Unincorporated	5,211
LA PAZ COUNTY	22,085
Parker	3,341
Quartzsite	3,950
Unincorporated	14,794

	ESTIMATE
MARICOPA COUNTY	4,367,835
Apache Junction *	322
Avondale	84,595
Buckeye	81,624
Carefree	3,771
Cave Creek	5,834
Chandler	266,804
El Mirage	34,359
Fountain Hills	24,225
Gila Bend	2,019
Gilbert	259,386
Glendale	243,262
Goodyear	88,870
Guadalupe	6,373
Litchfield Park	6,811
Mesa	497,439
Paradise Valley	14,134
Peoria *	180,161
Phoenix	1,617,344
Queen Creek *	46,271
Scottsdale	247,944
Surprise	136,194
Tempe	188,616
Tolleson	7,085
Wickenburg *	6,988
Youngtown	6,599
Unincorporated	310,805
MOHAVE COUNTY	216,985
Bullhead City	41,193
Colorado City	4,912
Kingman	31,480
Lake Havasu City	56,738
Unincorporated	82,662
NAVAJO COUNTY	112,825
Holbrook	5,215
Pinetop-Lakeside	4,563
Show Low	11,736
Snowflake	6,118
Taylor	4,447
Winslow	9,481
Unincorporated	71,265

	ESTIMATE
PIMA COUNTY	1,044,675
Marana *	49,323
Oro Valley	45,901
Sahuarita	31,451
South Tucson	5,705
Tucson	546,576
Unincorporated	365,719
PINAL COUNTY	455,210
Apache Junction *	41,066
Casa Grande	56,962
Coolidge	12,734
Eloy	19,438
Florence	27,980
Hayden *	0
Kearny	2,115
Mammoth	1,546
Marana *	0
Maricopa	54,791
Queen Creek *	6,867
Superior	3,063
Winkelman *	0
Unincorporated	228,648
SANTA CRUZ COUNTY	53,161
Nogales	22,917
Patagonia	1,000
Unincorporated	29,244
YAVAPAI COUNTY	232,386
Camp Verde	11,162
Chino Valley	11,914
Clarkdale	4,517
Cottonwood	12,249
Dewey-Humboldt	4,128
Jerome	450
Peoria *	0
Prescott	42,566
Prescott Valley	46,458
Sedona *	7,489
Wickenburg *	809
Unincorporated	90,644
YUMA COUNTY	229,957
San Luis	37,990
Somerton	17,698
Wellton	3,254
Yuma	105,365
Unincorporated	65,650

ARIZONA	**7,187,990**

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	41,388
Hayden	Gila & Pinal	644
Marana	Pima & Pinal	49,323
Peoria	Maricopa & Yavapai	180,161
Queen Creek	Pinal & Maricopa	53,138
Sedona	Coconino & Yavapai	10,374
Wickenburg	Maricopa & Yavapai	7,797
Winkelman	Gila & Pinal	355

Arizona Office of Economic Opportunity (602) 771-2222 or (602) 771-1236

CONFORMED COPY
2019-07687 RESOLUTION
03/28/2019 11:25:58 AM Pages: 32 Fees: $21.50
Requested By:SAN LUIS CITY OF
Recorded By: mlopez
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
P.O. BOX 1170
SAN LUIS, ARIZONA
ATTN: CITY CLERK

The above area is to be reserved for recording information

****

CAPTION HEADING:

Resolution No. 2063

For the continued support of Economic Development in the Greater Yuma Region

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2063

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO THE 4FRONTED BINATIONAL PROGRAM THROUGH AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WELLTON, THE CITIES OF SOMERTON AND YUMA, AND YUMA COUNTY FOR THE CONTINUED SUPPORT OF ECONOMIC DEVELOPMENT OF THE GREATER YUMA REGION.

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

Section 1. That it is deemed in the best interest of City of San Luis and its residents that the city enter into an Amended and Restated Intergovernmental Agreement with the Town of Wellton, the cities of Somerton and Yuma, and Yuma County for the continued support of economic development of the greater Yuma region;

Section 2. That a true copy of said Intergovernmental Agreement is incorporated herein as though fully set forth again in full;

Section 3. That the Mayor or City Manager and his designee are hereby authorized and directed to execute this Amended and Restated Intergovernmental Agreement on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect; and

Section 4. That the San Luis City Clerk and her designee are authorized and directed to maintain this Amended and Restated Intergovernmental Agreement in the official files of the City Clerk and to deliver it to the other Parties to said Agreement.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 13th day of February 2019.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FRONTED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

This Amended and Restated Agreement (this "Agreement") is made as of the date of the last governing agencies' signature below, this 13th day of February, 2019, (the "Agreement Date").

This Agreement is made among the following governmental agencies:

City of San Luis, an Arizona municipal corporation
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

City of Somerton, an Arizona municipal corporation
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

Town of Wellton, an Arizona municipal corporation
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

City of Yuma, an Arizona municipal corporation with Charter
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

County of Yuma, a body corporate and politic of the State of Arizona
198 West Main Street
Yuma, Arizona 85364 (the "County").

The above governmental agencies may be referred to individually as a "Party," and collectively as the "Parties" or as the "Cities and County." The governmental agencies which are municipalities may be referred to collectively as the "Cities." The Cities and County comprise a funding committee of the area inside Yuma County for the sole purposes of this Agreement.

RECITALS

A. The Parties entered into an Intergovernmental Agreement dated September 19, 2016, to promote economic development of the Region (the "Original Agreement").

B. The County and the Cities joining in this Agreement wish to continue to have a formalized

multilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora, Mexico; and regions within Baja California, Mexico.

C. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11.

D. The County and the Cities support the 4FrontED Binational Program objectives which include but are not limited to the following:

Binational Cluster Development

1. Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the Region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.

- Engage the Region's manufacturers in RevAZ (Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExporTech Boot Camp.

- Further leverage the economic benefit of the agriculture trade moving through the San Luis II Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-added produce opportunities in packaged food.

- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to develop a larger footprint in the Region.

- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the Region, impact the regional tax base, and attract new revenues to the Region resulting in an expanded economy

through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.

- Continue to implement the Investing in Manufacturing Communities Partnership (IMCP) strategy working collaboratively to develop and promote advanced manufacturing.

- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED Region.

- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

2. Strengthen Binational Workforce Development.

- Broaden the educational exchange among the Region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.

- Collaborate with Arizona Western College, Northern Arizona University, Arizona State University, University of Arizona and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

3. Develop binational tourism.

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational Region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.

- Implement a strategy to develop and attract medical tourism to the 4FrontED Region.

- Develop and promote a binational calendar of events.

4. Leverage port of entry and border infrastructure investments.

- Aggressively promote the San Luis commercial port of entry, San Luis II Port of Entry.

- Continue to pursue improvements to the ports of entry.

- Pursue increased ports of entry staffing to improve efficiencies of border crossings.

- Build cross-border public transportation, bicycling and pedestrian improvements.

5. Spur innovation and entrepreneurism.

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.

- Make the 4FrontED binational Region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

6. Maximize developable industrial land.

- Move forward with economic development strategies to ensure that the industrial border land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

7. Continue to improve regional infrastructure.

- The Cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, Yuma and Yuma County are committed to building a rail connection between the City of San Luis Rio Colorado and Yuma to support economic development.

- Work to implement project priorities identified in the Border Master Plans (2013)

- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meaning:

1.1 "Binational Program" means the 4FrontED Binational Program for attracting businesses for

regional economic development and growth as described in this Agreement.

1.2 "Region" means Yuma County, Arizona, U.S.A.; Imperial County, California, U.S.A.; San Luis Rio Colorado, Sonora; and regions within Baja California, Mexico.

SECTION TWO. GENERAL PROVISIONS

2.1 San Luis is the "Fiscal Agent" responsible for administering the funds for the Binational Program. The Fiscal Agent is the Finance Director for the City of San Luis. San Luis shall only use the funds for the objectives stated in this Agreement's recitals, and the funds expended, shall not exceed the one-year budget as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Fiscal Agent shall not distribute and expend any funds without the prior authorization from the Executive Director and or at least one other Party. The Fiscal Agent is responsible for the engagement of the services of the Executive Director, as defined in this section, along with the rest of the Cities and the County, and for preparing and providing expenses and budget reports to the other Cities and the County on a quarterly basis. The reports shall be prepared in accordance with generally accepted accounting principles.

2.2 Through their respective budgeting processes, the Parties shall budget for and contribute to the funding of services for a bilingual and bi-cultural executive director ("Executive Director") and related economic activities. Each Parties funding amount shall be based on twenty cents (20¢) per capita and using the Parties' 2017 population estimates from the Arizona Department of Revenue, attached hereto as a part of Exhibit A, and incorporated herein by reference. The 2017 population estimates and respective Parties contribution is as follows:

Location	Population	Contribution
San Luis, AZ	35,289	$ 7,058.00
Somerton	17,103	$ 3,421.00
Wellton	3,171	$ 634.00
Yuma City	101,620	$ 20,324.00
Yuma County[1]	64,465	$ 12,893.00
Total	**221,648**	**$ 44,330.00**

[1] Yuma County population only includes population not within an incorporated area.

The contributions shall be adjusted on an annual basis based on the Arizona Department of Revenue population estimates and on the recommendation of the 4FrontED staff and the approval of all of the Parties through their respective budgeting and procurement procedures.The funds should be submitted to the Fiscal Agent by August 1st of each year.

2.3 The County and the Cities may, through the Fiscal Agent, engage the services of an Executive Director to manage the Binational Program. The Executive Director responsibilities include, but are not limited to, maintaining websites and social media accounts for 4FrontED, preparing and giving presentations to large groups, promoting the binational Region and being the main link between organizations on both sides of the border.

2.4 The County and the Cities shall, through the Fiscal Agent, contract with any other contractor(s) or entity/entities to meet the goals as stated in this Agreement.

2.5 The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other cities in Mexico as deemed appropriate.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any Party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period. Any such Party shall diligently endeavor to remove or overcome such inability with all reasonable dispatch. If a Party cannot remove or overcome its force majeure, then such Party may terminate its participation in this Agreement by providing 30 days of written notice to the other Parties. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement on account of any other causes not reasonably within the control of the Party.

SECTION FOUR. TERM OF AGREEMENT; EXTENSION; RENEWAL

4.1 Original Agreement: The term of the Original Agreement was from September 19, 2016, to September 19, 2017. The Original Agreement is attached hereto at Exhibit B.

4.2 Extension: This Agreement extends the term of the Original Agreement retroactively. The term of Original Agreement shall terminate as of the Agreement Date of this Agreement.

4.3 Effective: This Agreement shall be effective upon the Agreement Date. The Agreement Date is the date the last Party signs this Agreement. There shall be no gap in time between the extension of the Original Agreement and the Agreement Date.

4.4 Term: The term of this Agreement shall be from the Agreement Date for a period of five years and shall automatically renew for up to five successive one-year terms (the "Renewal Terms") unless terminated by all of the Parties pursuant to the terms of this Subsection 4.6 below.

4.5 Termination by Individual Party: With or without cause, a Party may terminate its participation in this Agreement upon providing all the other Parties written notice of termination a minimum of thirty (30) days prior to the termination date. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining participating Parties. If an individual Party terminates its participation in the Agreement, such Party shall not receive a reimbursement of the funds it contributed pursuant to this Agreement except as set forth in Section 4.9.

4.6 Termination of Entire Agreement: If all Parties terminate this Agreement, this Agreement shall terminate within 30 days of termination. The Agreement terminates upon all but one of the Parties electing to terminate their participation in this Agreement pursuant to Section 4.5 above.

4.7 Termination by Failure to Contribute: If a Party fails to contribute the amount required pursuant to Subsection 2.2 above, the Fiscal Agent may request said contribution from the Party in breach. If within twelve months from the date of the request for contribution, the Party has not cured its breach, then the breaching Party shall be deemed to have terminated its participation in this Agreement. A Party may reinstate its participation in this Agreement by making its contribution pursuant to Subsection 2.2 above, in the amount applicable to the year the Party wishes to reinstate.

4.8 Continuation Subject to Appropriation: Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during such Party's then current fiscal year. Each Party's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Party concerning budgeted purposes and appropriations of funds. Should any Party elect not to appropriate and budget funds to pay its obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and such Party shall be relieved of any subsequent obligation under this Agreement. The Parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the Party's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of any Party to make any payment pursuant to this Agreement is not a general obligation or indebtedness of such Party. The Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to any Party's termination of this Agreement pursuant to Subsection 4.7.

4.9 Disposition of Funds: Upon termination or expiration of this Agreement, the Fiscal Agent shall return any and all remaining unexpended funds to the Cities and the County in a pro-rata proportion of the amounts originally contributed by each Party.

SECTION FIVE. SEVERABILITY

The Parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance. It is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement. The rights and obligations of the Parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

This Agreement may be executed in counterparts, and the counterparts may be exchanged by electronic transmission (including by email), each of which shall be deemed to be an original, but all of which together constitute one and the same instrument.

SECTION SEVEN. WORKERS' COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.

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SECTION EIGHT. INDEMNIFICATION

To the extent permitted by law, each Party to this Agreement agrees (as indemnitor) to indemnify, defend, and hold harmless every other Party (as indemnitee) from and against any and all claims, losses, fines, penalties, damages, judgments, liabilities, costs, or expenses (including reasonable attorney fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused, in whole or in part, by the negligent acts, directives, errors, omissions, or misconduct, or other fault of the Indemnitor may be legally liable. The Indemnitee and Indemnitor shall cooperate with each other in fulfilling their obligations under this section. Within ten (10) day after indemnitee receives a notice of claim that is likely to become subject to this indemnity provision, such Party shall provide written notice to the indemnitor(s) ("Claim Notice"). Indemnitee's failure to provide a Claim Notice to indemnitor does not relieve indemnitor of any liability that indemnitor may have to indemnitee, but in no event shall indemnitor be liable for any Claims that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Claims (to the extent that the nature and amount of the Claims are known at the time). Indemnitee shall furnish promptly to indemnitor copies of all papers and official documents received in respect of any Claims. The obligations under this Section Eight shall survive a Party's individual termination of its participation and the termination of this Agreement as a whole.

SECTION NINE. INSURANCE COVERAGE

The Parties shall have for the duration of their participation in this Agreement insurance coverage in the U.S. Dollar amounts listed in the below table, and shall provide proof to any other Party upon request. If a Party carries out the terms of this Agreement in Mexico, that Party shall obtain Mexican Insurance in sufficient amount to cover those activities.

General Liability per Occurrence	$2,000,000
General Liability in the Aggregate	$6,000,000
Auto combined single limit	$2,000,000
Workers' Compensation	Arizona Statutory Limits
All Workers' Compensation Employer Liability	$1,000,000

SECTION TEN. MISCELLANEOUS PROVISIONS

10.1 Compliance with the Law: The Parties agree to comply with all federal, state, and local statutes, laws, ordinances, rules, and regulation including but not limited to

conflicts of interest at A.R.S. § 38-511 and e-verify at A.R.S. §41-4401 and 23-214. The Parties certify by signing this Agreement that they do 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.

10.2 Notices: All notices to be given under this Agreement, or which may be given by any Party to the other Parties, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by: (i) deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid, (ii) personal delivery by a process server or (iii) sent by a nationally recognized courier (e.g., Federal Express, UPS) and addressed to the City Manager and City Attorney or County Administrator and County Attorney of each respective Party at their official addresses.

10.3 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.

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

10.5 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.

10.6 Amendment of the Agreement: No changes or additions are to be made to this Agreement except by written amendment executed by all of the Parties.

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

10.8 Venue:The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

10.9 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 under this Agreement.

10.10 No Agency Created: It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture or other similar arrangements among the Parties.

10.11 No Personal Liability: No member, official, or employee of the Parties shall be personally liable for any breach of this Agreement.

10.12 Time is of the essence: Time is of the essence in this Agreement.

10.13 Entire Agreement: This Agreement, including its Exhibits, which are incorporated herein by this reference, constitutes the entire Agreement among the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

The Parties have executed this Agreement in Yuma County, Arizona as of the date of their respective signatures set forth below.

[Intentionally left blank, signature pages follow.]

CITY OF SAN LUIS

Gerardo Sanchez, Mayor

Date: 2/13/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Kay Marion Macuil, City Attorney

CITY OF SOMERTON

Gerardo Anaya, Mayor

Date: 2/5/19

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Jorge Lozano, City Attorney

TOWN OF WELLTON

Cecilia C. McCollough

Cecilia C. McCollough, Mayor

Date: 2/5/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, Town Attorney

CITY OF YUMA

Douglas J. Nicholls, Mayor

Date: 3/20/2019

Gregory K. Wilkinson

Date: 3/20/2019

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Richard W. Files, City Attorney

Approved at the City Council Meeting of:
March 6, 2019
City Clerk:

COUNTY OF YUMA

_____ For

Marco Antonio Reyes, Chair of the Board of Supervisors

Date: 2/20/19

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____

Jon R. Smith, Yuma County Attorney

EXHIBIT A
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Budget and 2017 Population Estimates]

Location	Population	Contribution
San Luis, AZ	35,289	$ 7,058.00
Somerton	17,103	$ 3,421.00
Wellton	3,171	$ 634.00
Yuma City	101,620	$ 20,324.00
Yuma County[1]	64,465	$ 12,893.00
Total	**221,648**	**$ 44,330.00**

EXHIBIT B
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Original Agreement]

INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

This AGREEMENT is made on this 25th day of October 2017 (the "Agreement Date"), among the following governing Agencies of the State of Arizona and in or of the County of Yuma:

the City of San Luis, an incorporated city under the laws of Arizona and having its administrative offices at
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

the City of Somerton, an incorporated city under the law of Arizona and having its administrative offices at
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

the Town of Wellton, an incorporated town under the laws of Arizona and having its administrative offices at
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

the City of Yuma, a charter city under the laws of Arizona and having its administrative offices at
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

the County of Yuma, a body corporate and politic of the State of Arizona and having its administrative offices at
198 South Main Street
Yuma, Arizona 85364 (the "County").

The above-listed cities are known collectively as (the "Cities" and" the "County"). The County and Cities comprise a funding committee of the Yuma area for the sole purposes of this Agreement.

RECITALS

A. The County and the Cities joining in this Agreement wish to formalize a bilateral relationship to promote growth and expand economic opportunities in Yuma County, Arizona, U.S.A.; regions within the State of California, U.S.A.; San Luis Rio Colorado; regions within Baja California, Mexico.

B. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11

C. The County and the Cities support the 4FrontED Binational Region program objectives which include but are not limited to the following:

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Establish and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices, and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturers in RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in packaged food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, create more indirect economic activity for the region, impact the regional tax base, and attract new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.

- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.
- Work with existing industries to improve access and attract a supply chain of businesses to the 4FrontED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of regional businesses.
- Collaborate with Arizona Western College, Northern Arizona University and other institutions of higher learning to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FrontED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FrontED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado and Yuma to support economic development.
- Work to implement project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

NOW THEREFORE, the parties agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

"Region" means Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

SECTION TWO. GENERAL PROVISIONS

A. The City of San Luis, Arizona is the fiscal agent responsible for administering the funds for the binational program. San Luis shall only use the funds for the objectives stated in the recitals, and the funds expended, not exceed the one-year budget as set forth in Exhibit A, attached and incorporated by reference to this Agreement. The fiscal agent will require at least one City and/or, County to approve expenses in writing. The fiscal agent will be responsible for the engagement of the services of the coordinator along with the rest of the Cities, expenses and budget reports to the other Cities.

B. The County and Cities shall contribute to the funding of services for a bi-lingual/bi-cultural coordinator and related economic activities based on twenty cents (20¢) per capita and using the Parties' 2015 population estimates as follows:

Location	Population	Contribution
San Luis, AZ	34,001	$ 6,800.00
Somerton	15,759	$ 3,152.00
Wellton	3,101	$ 620.00
Yuma City	97,950	$ 19,590.00
Yuma County[1]	64,180	$ 12,836.00
Total	**214,991**	**$ 42,998.00**

[1] Yuma County population only includes population not within an incorporated area.

C. The Binational program shall meet the goals in the border business case incorporated in this Agreement.

D. The County and the Cities shall, through the fiscal agent, engage the services of a bi-lingual/bi-cultural coordinator to manage the Binational program.

E. The County and the Cities shall, through the fiscal agent, contract with any other contractor (s) or entity to meet the goals as stated in this Agreement.

F. The County and the Cities shall work with San Luis Rio Colorado, Sonora, Mexico and other Mexico cities as deemed appropriate.

G. The recitals set forth in this Agreement, by this reference, are incorporated and deemed part of this Agreement.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement for any reason, or on account of any other causes not reasonably within the control of the party claiming such liability.

SECTION FOUR. TERM OF AGREEMENT; RENEWAL

This Agreement shall be effective as of the 25th day of October 2017 and shall have a term of one year, ending the 25th day of October 2018 unless a party provides the other parties with written notice of termination a minimum of 30 days prior to terminating. This Agreement may be terminated by any party with or without cause, provided that such party provides written notice of termination to all other parties as set forth above.

If this Agreement is terminated prior to the expiration date, the fiscal agent shall return any and all remaining unexpended funds to the Cities and the County in proportion to the amounts originally disbursed by each party.

SECTION FIVE. SEVERABILITY

The parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizona or the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement, and the rights and obligations of the parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

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

The parties have executed this Agreement in Yuma County, Arizona as follows:

The City of San Luis
By _____
Gerardo Sanchez
Mayor

This 28 day of December 2017

The City of Somerton
By: _____
Jose Yepez
Mayor

This 4 day of December 2017

The Town of Wellton
By: Cecilia C. McCullough
Cecilia C. McCullough
Mayor

This 2nd day of November 2017

The City of Yuma
By: _____
Douglas Nicholls
Mayor

This 1st day of November 2017

The County of Yuma
By: _____
Marco A. (Tony) Reyes
Chair of the County Board of Supervisors

This 16th day of October 2017

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 25 day of October, 2017

Kay Marion Macuil

Kay Marion Macuil
San Luis City Attorney

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this 4th day of December, 2017

Jorge Lozano
Somerton City Attorney

I hereby state that I am an attorney for the Town of Wellton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the Town of Wellton, Arizona under the laws of the State of Arizona.

Dated this 31st day of Oct., 2017

Gary Verburg
Wellton Town Attorney

I hereby state that I am the attorney for the City of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Yuma, Arizona under the laws of the State of Arizona.

Dated this 7 day of November, 2017

Richard W. Files

Richard W. Files
Yuma City Attorney

I hereby state that I am the attorney for the County of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the County of Yuma, Arizona under the laws of the State of Arizona.

Dated this 16th day of October, 2017

Jon R. Smith
Yuma County Attorney

EXHIBIT A
TO
AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT OF THE
4FrontED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

[Budget and 2017 Population Estimates]

4frontED Binational 2017-2018 Budget

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
REVENUE														
Yuma County														$ 12,836.00
Town of Wellton														$ 620.00
City of Yuma														$ 19,590.00
City of Somerton														$ 3,152.00
City of San Luis														$ 6,800.00
2017-2018 carry over funds														$ 33,090.07
Donations														$ -
Total Revenue														$ 76,088.07
EXPENSES														
Office Supplies				$ 50.00			$ 50.00			$ 50.00			$ 50.00	$ 200.00
Other Supplies	drinks, coffee			$ 20.00			$ 20.00			$ 20.00			$ 20.00	$ 80.00
External Printing	letterhead, business cards			$ 300.00						$ 300.00				$ 600.00
Subscriptions	AMC							$ 250.00						$ 250.00
Postage				$ 50.00						$ 50.00				$ 100.00
Minor Tool/equiptment	laptop								$ 1,200.00					$ 1,200.00
Miscellaneous	catering			$ 100.00			$ 100.00			$ 100.00			$ 100.00	
Contractual Services	Executive Director	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,166.00	$ 4,174.00	$ 50,000.00
Special services	website support/hosting	$ 70.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 55.00	$ 55.00	$ 100.00	$ 855.00
Travel and Per Diem	AMC			$ 1,000.00			$ 1,000.00			$ 1,000.00			$ 1,000.00	$ 4,000.00
Conference/Registration				$ 300.00			$ 300.00			$ 300.00			$ 300.00	$ 1,200.00
Sponsorships										$ 2,000.00				$ 2,000.00
Total Expenses														$ 60,485.00
Total Budget														$ 15,603.07

JULY 1, 2017 POPULATION ESTIMATES
FOR ARIZONA'S COUNTIES, INCORPORATED PLACES AND UNINCORPORATED BALANCE OF COUNTIES

	ESTIMATE
APACHE COUNTY	72,713
Eagar	4,946
Saint Johns	3,534
Springerville	1,991
Unincorporated	62,242
COCHISE COUNTY	128,383
Benson	4,994
Bisbee	5,320
Douglas	16,588
Huachuca City	1,783
Sierra Vista	43,824
Tombstone	1,325
Willcox	3,612
Unincorporated	50,937
COCONINO COUNTY	144,057
Flagstaff	72,961
Fredonia	1,331
Page	7,665
Sedona *	2,926
Tusayan	590
Williams	3,256
Unincorporated	55,328
GILA COUNTY	54,947
Globe	7,562
Hayden *	648
Miami	1,828
Payson	15,944
Star Valley	2,346
Winkelman *	353
Unincorporated	26,266
GRAHAM COUNTY	38,275
Pima	2,548
Safford	9,915
Thatcher	5,217
Unincorporated	20,595
GREENLEE COUNTY	10,961
Clifton	4,870
Duncan	718
Unincorporated	5,373
LA PAZ COUNTY	21,598
Parker	3,201
Quartzsite	3,882
Unincorporated	14,515

	ESTIMATE
MARICOPA COUNTY	4,221,684
Apache Junction *	311
Avondale	81,621
Buckeye	69,947
Carefree	3,669
Cave Creek	5,676
Chandler	257,948
El Mirage	34,174
Fountain Hills	23,862
Gila Bend	2,010
Gilbert	246,423
Glendale	239,858
Goodyear	81,447
Guadalupe	6,332
Litchfield Park	6,452
Mesa	481,275
Paradise Valley	13,913
Peoria *	171,580
Phoenix	1,579,253
Queen Creek *	39,714
Scottsdale	242,540
Surprise	130,129
Tempe	179,794
Tolleson	6,992
Wickenburg *	6,903
Youngtown	6,575
Unincorporated	303,286
MOHAVE COUNTY	209,792
Bullhead City	40,551
Colorado City	4,872
Kingman	29,600
Lake Havasu City	54,801
Unincorporated	79,968
NAVAJO COUNTY	111,266
Holbrook	5,167
Pinetop-Lakeside	4,463
Show Low	11,377
Snowflake	5,882
Taylor	4,292
Winslow	9,567
Unincorporated	70,518

	ESTIMATE
PIMA COUNTY	1,026,099
Marana *	45,378
Oro Valley	44,517
Sahuarita	29,049
South Tucson	5,664
Tucson	537,634
Unincorporated	363,857
PINAL COUNTY	427,603
Apache Junction *	39,719
Casa Grande	54,866
Coolidge	12,485
Eloy	18,993
Florence	25,866
Hayden *	0
Kearny	2,077
Mammoth	1,519
Marana *	0
Maricopa	49,550
Queen Creek *	494
Superior	3,008
Winkelman *	0
Unincorporated	219,026
SANTA CRUZ COUNTY	51,507
Nogales	22,327
Patagonia	981
Unincorporated	28,199
YAVAPAI COUNTY	225,364
Camp Verde	11,083
Chino Valley	11,557
Clarkdale	4,282
Cottonwood	11,974
Dewey-Humboldt	4,015
Jerome	447
Peoria *	7
Prescott	42,300
Prescott Valley	43,950
Sedona *	7,393
Wickenburg *	350
Unincorporated	88,006
YUMA COUNTY	221,648
San Luis	35,289
Somerton	17,103
Wellton	3,171
Yuma	101,620
Unincorporated	64,465

ARIZONA	**6,965,897**

***POPULATION FOR PLACES IN TWO COUNTIES**

Apache Junction	Pinal & Maricopa	40,030
Hayden	Gila & Pinal	648
Marana	Pima & Pinal	45,378
Peoria	Maricopa & Yavapai	171,587
Queen Creek	Pinal & Maricopa	40,208
Sedona	Coconino & Yavapai	10,319
Wickenburg	Maricopa & Yavapai	7,253
Winkelman	Gila & Pinal	353

Arizona Office of Economic Opportunity (602) 771-2222 or (602) 771-1236

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. E.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Gethsemani Food Ministry provides food (free of charge) to low-income persons going through economic hardship in the City of San Luis.

Amount: The city has entered into an agreement with Gethsemani Food Ministry in the past. At the June 2, 2021, San Luis City Council Work Session, the City Council directed staff to budget **$7,000.00** for the Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE GETHSEMANI FOOD MINISTRY IN THE AMOUNT OF $7,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$6,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

The funds are to be budgeted for the Fiscal Year 2021-2022. The contract takes effect on July 1, 2021.

Attachments

Gethsemani Contract

Letter Gethsemani Food Ministries

AGREEMENT

This agreement (this "Agreement") is effective on July 1, 2021 and entered into the _____ day of June, 2021 (the date of the last Party signed this Agreement), This Agreement is between the City of San Luis, Arizona, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (the "City"), and Gethsemani Food Ministries, a faith-based charitable organization of 1011 B Street, P.O. Box 2067, San Luis, AZ 85349 ("Food Ministries"). The City and the Food Ministries may be referred to singularly as the "Party" and collectively as the "Parties").

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

SECTION ONE. PURPOSE

The public purpose of this contract is to deliver food to low-income residents of the City of San Luis, Arizona.

SECTION TWO. DURATION

The term of this Agreement shall start on the date of execution which is the day the last Party approved this Agreement and end on June 30, 2021.

SECTION THREE. OBLIGATION OF THE FOOD BANK

3.1 The Food Ministries promises to deliver food to low-income persons within the city limits of the City of San Luis at least twice per month and to do so free of charge to said low-income persons for the duration of this Agreement. The Food Ministries shall provide proof to the City that it provided $7,000.00 (seven thousand dollars) worth of food to low-income persons.

3.2 Food shall be distributed to all above-qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.

3.3 Distribution of food shall conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.

SECTION FOUR. OBLIGATION OF CITY

The City agrees to pay the Food Ministries $7,000.00 (seven thousand dollars) for food services to low-income persons in the city limits of the City of San Luis.

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

The Food Ministries agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless against any losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by the Food Ministries. The Food Ministries obligations under this paragraph shall survive the expiration or termination of this Agreement.

SECTION SIX. PROVISIONS REQUIRED BY ARIZONA LAW

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

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

SECTION SEVEN. MISCELLANEOUS PROVISIONS

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

If to the City: City Manager
City of San Luis
P.O. Box 1170 (by United States Postal Service)
San Luis, Arizona 85349

1090 East Union Street (by personal process or courier)
San Luis, Arizona 85336

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

If to the
Food Ministries President
Gethsemani Food Ministries
P.O. Box 2067 (by United States Postal Service)
San Luis, Arizona 85349

1101 B Street (by personal process or courier)
San Luis, Arizona 85336

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

7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Food Ministries of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

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

7.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. The Food Ministries represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The Food Ministries and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

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

7.6 Severability. Every provision of this Agreement is and will be construed to be, a separate and independent covenant. If any provision of this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this Agreement will be valid and will be enforced to the extent permitted by the law, and the Parties will negotiate in good faith for such amendments of this Agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

7.7 Reformation. Reformation. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent of this Agreement.

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

7.9 Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action. Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

7.10 Attorney's Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other Party to enforce any of the terms, covenants or conditions hereof, or for any breach or default, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included therein, such fees to be set by the court and not by jury.

7.11 Assignment. The rights of each Party under this Agreement shall not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

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

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

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

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

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

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

7.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such

signature pages all attached to a single instrument so the signature of all Parties may be physically attached to a single document.

SECTION EIGHT. EFFECT OF AGREEMENT

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

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

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City of San Luis, Arizona

Gerardo Sanchez, Mayor
Date:_____

ATTEST:	**APPROVED AS TO FORM:**
Sonia Cornelio, City Clerk	Kay Marion Macuil, City Attorney

Gethsemani Food Ministries

Jose Manuel Castro, Pastor
Date:_____

GETHSEMANI FOOD MINISTRY

SAN LUIS INDEPENDENT FOOD BANK

Jose Manuel Castro
Pastor / President.

1010 "B" Street / P.O. BOX 3137 San Luis AZ. 85349
Phone & Fax: (928) 627-2678 - Mobil: 928-446-2200
Facebook: Gethsemani Church
Manuelcastro12@msn.com

May 20, 2021

Dear City of San Luis, AZ.

Our most honorable City Mayor, Administrator and members of the Council,

It is our prayer that the good Lord be blessing and keeping each one of you. Because Scripture reminds us to pray for our leaders in the community, when we gather to pray, we intercede for you in prayer as He fills you with much wisdom and sensitivity to conduct and manage the affairs of our great city.

With great humbleness I make you aware of the program we have in place to help the needy and less fortunate of our city. We have been donating tons of food like never before. It's impressive the amount of food we gather on a weekly basis from various locations, like: Nogales, Tucson, Phoenix and Yuma. Our purpose has always been to fight hunger in our communities in the name of Christ.

Thanks to the Lord we have two trucks available to make these runs- these trucks are our way of transport in order to support hundreds of families who go hungry in our community each month.

Thank you for your contribution to our food program and feed our community and together combating the hungry.

Our prayer is that our City of San Luis, AZ can stand with us in support with $5,000 dollars. to support caring the food. For the period of 2021-2022.

We appreciate with all of our heart your generous support as we continue to fight hunger in our city and support our community activities. Thank you!

Optimistically,

Jose M. Castro. CEO / Pastor.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. F.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

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

Amount: The city has entered into an agreement with GYEDC for economic development services in the past. City Council has directed staff to include **$57,508.00** for the budget in Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH GYEDC IN THE AMOUNT OF $57,508.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$57,508
BUDGETED AMOUNT:	NA
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted for FY 2021-2022. The contract is effective on July 1, 2021.

Attachments

Contract GYEDC

AGREEMENT

This agreement ("Agreement") is effective on July 1, 2021. It is entered into on the _____ day of June 2021, by and between the CITY OF SAN LUIS, an Arizona municipal corporation ("CITY"), and the GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation ("GYEDC"). The CITY and the GYEDC may be referred to singularly as the "Party" and collectively as the "Parties."

WHEREAS, the CITY is interested in obtaining for its benefit the knowledge and experience of GYEDC to perform special professional services for the development of the CITY'S economic base and GYEDC is interested in providing such services; and

WHEREAS, because of the consequences of the COVID-19 pandemic on businesses and employment, the CITY crucially needs economic development.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

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

A. The CITY'S goals for GYEDC shall be as follows:

1. Work jointly with the CITY economic development representative to promote and strengthen regional economic development cooperation and coordination,

2. Support a strong business climate and promote the image of the City of San Luis for relocation of businesses to the CITY,

3. Qualify and assist companies to locate in the City of San Luis,

4. Build a strong and effective regional economic development organization,

5. Promote increases in private sector financing, support and participation,

6. Identify and develop through substantial effort at least 10 qualified prospects for location in the City of San Luis,

7. Encourage the jobs for the City of San Luis residents and targeted socio-economic persons or groups within the City of San Luis and

8. Maintain a structured Business, Retention and Expansion program, making a minimum of 15 completed survey calls annually.

B. In furtherance of the foregoing goals, GYEDC agrees as follows:

1. Implement a budget and action plan. GYEDC shall use its best efforts to expend funds and implement the budget and action plan, as adopted by the GYEDC Board of Directors ("Board"). GYEDC shall inform the CITY of changes in the adopted budget and action plan that will materially affect or alter the priorities established in each.

2. Work in direct partnership with the CITY'S economic development representative on the creation and implementation of a marketing plan. GYEDC shall, from time to time, solicit the input of CITY representatives on the formulation of future marketing strategies and advertisements.

3. Promote and strengthen regional economic development cooperation and coordination. To promote and strengthen regional economic development cooperation and coordination in Yuma County, GYEDC shall:

   (a) Participate with national, state and regional economic development organizations involved in national and statewide economic development, and coordinate the Yuma County component of those organizations, and

   (b) Coordinate and work in conjunction with the CITY economic development representative(s) to assist with the CITY'S participation in state and international l economic development initiatives.

4. Qualify and assist companies considering locating in the greater Yuma County area. To qualify and assist new companies, GYEDC shall:

   (a) Use its best efforts to continue to identify and, through substantial efforts, develop at least 10 out-of-city prospects for location in the City of San Luis in targeted economic clusters;

   (b) Continue to provide all qualified prospects with coordinated professional services;

   (c) Update and maintain the database of available properties;

   (d) Coordinate and work with CITY economic development representative(s);

   (e) Provide the CITY'S Board representatives and economic development representative(s) every other month activity reports for the prior two (2) months; and

   (f) Engage the City of San Luis economic development representative(s)

in all site visits of companies for location within the City of San Luis, including the need for a predevelopment meeting before any proposal is made.

5. Develop a strong, effective regional development organization. To promote the development of a strong and effective regional economic development organization, GYEDC shall:

(a) Use its best efforts to secure public and private sector funding to achieve its goals successfully,

(b) Professionally develop GYEDC staff,

(c) Operate GYEDC under GYEDC articles of incorporation and bylaws, and all amendments to it and

(d) Uphold and support policies of the City of San Luis with each client of GYEDC and explore economic development solutions that will uphold the goals of the City of San Luis policies.

6. Develop and maintain strong private sector support and participation. To achieve the goals set forth in the marketing of the region, GYEDC shall continue to secure private sector contributions.

7. Secure bona fide leads, such as startups or expanding manufacturing companies, to lease the San Luis Business Incubator. A minimum of two manufacturing companies shall be secured for the two larger suites at the business incubator. Continue to assist in recruiting companies as vacancies arise by assisting in building a waiting list for potential tenants.

C. Hire or retain, at its discretion, a President/CEO and necessary staff to carry out the tasks described in this Agreement.

D. Continue the program of identifying, contacting and attracting capital investors and other outreach services for business, commercial, and industrial development within the City of San Luis. This program is to be accomplished through

1. visitations and presentations to business persons and manufacturers who have indicated an interest in locating in the City of San Luis and

2. aiding all prospects, including local investors and developers, in satisfying the need for information to facilitate the potential expansion and/or location of businesses, commercial and industrial facilities, or projects in the City of San Luis area.

E. Continue to expand the system of collecting demographic statistics and economic indicators needed by manufacturers, distributors, retailers, and developers in deliberations regarding the City of San Luis as a potential site for business, commercial, and industrial development.

F. Continue printing, publishing, and distributing of documented demographics and other information concerning the City of San Luis, as a resource document and sales tool to attract manufacturers, distributors, retailers and developers.

G. Expend its resources to recruit, for relocation and expansion, businesses that will meet or exceed environmental rules and regulations of local, state, regional, and national governments. GYEDC shall consider any actual or potential environmental impact or threat the business may have to the community. GYEDC shall consult with the CITY economic development representative(s) or the San Luis City Manager or designee regarding the hazardous material environmental impacts of prospective businesses.

H. GYEDC will coordinate information for potential businesses of the city code and ordinance requirements for a hazardous material impact review.

I. Cooperate with the greater San Luis community in efforts and activities to expand economic opportunities within the region, downtown, port of entries, and industrial parks.

J. Maintain accurate records of CITY monies received and disbursed. GYEDC shall maintain an accounting system that complies with generally accepted accounting principles and with the American Institute of Certified Public Accountants (AICPA) Audit Guide for Nonprofit Corporations and which accounts for all funds provided by the CITY under this Agreement.

K. Annually provide the CITY with names and addresses of officers or directors, and copies of GYEDC's bylaws, and articles of incorporation and amendments to them. If any change of officer and/or director, bylaws or articles of incorporation, GYEDC shall also provide notice of the said change to CITY within 30 days after that. All documentation required hereinafter shall be reviewed by the Board before submission and shall be filed with the San Luis City Manager within 30 days after the end of the period stated. The required reports and records are set forth as follows:

1. Monthly financial statement as presented to the Board.

2. A semi-annual program status report regarding monies received. This report shall contain analytical memoranda which describe:

(a) the results of activities and expected achievements and

(b) program effectiveness.

L. Provide a brief status report to CITY representatives at GYEDC's Board meeting.

M. Provide notice of all meetings to the San Luis City Manager and/or his designee, who may attend all meetings of the Board.

N. Make reports at meetings of the San Luis City Council no less than twice annually on the progress of its work program.

II. THE CITY SHALL PROVIDE THE FOLLOWING:

A. Evaluate GYEDC's performance relative to the performance criteria set forth in this Agreement to assess the impact of the efforts of the GYEDC. Any additional information desired by the CITY, which is relevant and necessary to the CITY'S evaluation, shall be made available by GYEDC.

B. Pay GYEDC for the Fiscal Year 2021-2022, unless terminated as provided in this Agreement, that amount which is stated in this Agreement. Such sum is to be disbursed on a pro-rata, quarterly basis.

C. The method of payment shall be as follows:

1. GYEDC shall submit a request for payment quarterly to the CITY'S Director of Finance, under the approval of the GYEDC's annual budget by its Board.

2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within 15 days to GYEDC, except as provided in Section II subsection D below.

D. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of GYEDC's failure to render acceptable services, as stated in the performance criteria of Section I. The San Luis City Manager, or designee, shall investigate and monitor the quality of GYEDC services to determine whether such services are acceptable. Upon determination by the San Luis City Manager that acceptable services are not being rendered, the San Luis City Manager shall notify the GYEDC of the specific deficiencies in performance and provide a reasonable time for the GYEDC to rectify said deficiencies. In no event shall such time to rectify exceed 90 days. Whether or not GYEDC services are acceptable will be the CITY'S exclusive decision.

1. GYEDC's failure to supply information, records or reports as required

2. GYEDC's failure to comply with documentation requirements or accounting procedures.

3. GYEDC's failure to allocate money received from the CITY for the purposes described in this Agreement.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:

A. The term of this Agreement shall be for one (1) year commencing on July 1, 2021, and ending on June 30, 2022.

B. The CITY agrees to pay GYEDC an amount of $57,508 for services to be provided by GYEDC under the Agreement during the CITY's Fiscal Year 2021-2022.

C. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the San Luis City Council under the required budget process of the CITY.

D. Renewal of this Agreement beyond the current Agreement will be contingent upon GYEDC's performance of the Agreement. If GYEDC's performance does not, in all material respects, meet the minimum requirements as described in Section I. Subsections A. through N. of this Agreement, this Agreement may not be renewed by the San Luis City Council.

E. Nothing in this Agreement shall preclude the CITY from contracting separately with GYEDC for services to be provided in addition to those to be provided in this Agreement, upon terms and conditions to be negotiated by the CITY and GYEDC.

IV. TERMINATION:

The CITY may terminate this Agreement before the end of the term in this Agreement in any of the following circumstances:

A. without cause at any time with 90 days' notice whenever the CITY determines that such termination is in the best interests of the CITY,

B. by mutual written consent of both Parties to this Agreement, or

C. for breach or default by GYEDC of any of its obligations set forth in this Agreement.

V. INDEMNIFICATION:

To the fullest extent permitted by law, GYEDC shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part by any negligent act or omission of GYEDC, or anyone directly or indirectly employed by GYEDC for whose acts any of them may be liable, regardless of whether or not a party indemnified under this Agreement, whether GYEDC authorized it or not, including theft by GYEDC or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this paragraph.

VI. INSURANCE:

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

VII. GENERAL CONDITIONS:

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

B. Financial Review. GYEDC shall make its financial records available for inspection by the CITY, or its designee, upon reasonable notice during regular business hours of the CITY.

C. If the CITY desires a financial audit by a certified public accountant of GYEDC's financial records to verify the use of the funds of the organization according to the terms and conditions of this Agreement, GYEDC shall cooperate fully in the

performance of such audit. GYEDC shall not be responsible for the cost of such an audit if requested by the CITY, and GYEDC shall be entitled to a copy of any resulting reports the CITY receives.

D. Compliance with Law. GYEDC shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, GYEDC shall include similar requirements of subcontractors in any contracts entered into for the performance of GYEDC obligate ions under this Agreement.

E. Binding on Successors. The covenants and conditions in this Agreement contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties.

F. Attorney's Fees and Costs. If any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

G. Laws Governing. The laws of the State of Arizona shall govern this Agreement, including but not limited to validity, interpretation, and performance.

H. Venue. Any and all suits for any and every breach of this Agreement or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona.

I. Waiver. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon the strict performance of this Agreement.

J. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

K. Integration. This Agreement contains the entire agreement between the Parties. No oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the Parties and endorsed

hereon or attached to this Agreement.

L. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the Parties, and neither Party shall be deemed the principal, agent, officer, or member of the other.

M. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of GYEDC of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

N. Dispute Resolution. If the Parties mutually agree, claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or the breach of it may be subject to and decided by arbitration under the Arizona Uniform Rules of Procedure for Arbitration currently in effect. Request for arbitration shall be filed in writing with the other Party to this Agreement.

O. Conflict of Interest. This Agreement shall be subject to cancelation under the Conflict of Interest provisions of ARS § 38-511, as amended.

P. Environmental Conditions. GYEDC shall take all steps necessary to ensure its compliance with all applicable federal, state, and local environmental laws, regulations and ordinances. GYEDC shall indemnify and hold the CITY harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations, and ordinances.

Q. Employees, directors, board members, officers, and volunteers of the GYEDC are prohibited from engaging in any political activity with respect to candidates for political office beyond the private expression of personal opinion, registering as a member of a political party, signing petitions and voting in any special, general, or primary election. No employee, director, board member, officer, or volunteer shall solicit any contribution in cash or service from any GYEDC employee, director, board members, officer, or volunteer to support any candidate for public office. No employee, director, board member, officer, or volunteer shall use the name of the GYEDC or use their affiliation with the GYEDC to engage in any political activity of any kind or to solicit any contribution in cash or services to support any candidate or public office. If an employee, director, board member, officer, or volunteer should engage in said activities, they shall make it clear that they are doing so in their personal and private capacity and are not associated with the GYEDC in any way while engaging in said activity. Employees, directors, board members, officers, and volunteers will refrain from engaging in any political activity while attending or participating in the GYEDC function or event.

R. Under ARS § 41-4401, the GYEDC warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with ARS § 23-214, subsection A. A breach of the warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. The CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty.

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

City of San Luis
Attn: City
Manager PO.
Box 1170
San Luis, Arizona 85349

Greater Yuma Economic Development
Corporation Attn: Chair
899 Plaza Circle, Suite 2
Yuma, Arizona 85365

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona, the day and year set forth above which the date the last Party signed this Agreement.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Greater Yuma
Economic Development Corporation.

_____

Signature

_____

Print Name

_____

Title

Greater Yuma
ECONOMIC DEVELOPMENT CORP

March 1, 2021

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

Dear Mayor Sanchez,

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

I understand you are in the early stages of your budget process and I am grateful to have the opportunity to submit our request in a timely fashion.

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

In 2019-20 the City of San Luis committed to making incremental increases towards their per capita commitment of $63,763 by 2022 with incremental increases of $6,254 annually for three years. We did postpone this increase last year due to the uncertainty of Covid. We are asking that the increase be considered this year. We respectfully request an increase of $6,254 this fiscal year, bringing your total 2021/22 Investment to $57,508. With this commitment to increase, GYEDC can continue to grow our efforts in attracting and retaining the industries desired by the entire region.

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

Sincerely,

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

cc
Tadeo DeLaHoya, City Administrator
Francia Alonso, Assistant to Council

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. G.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: The Greater Yuma Port Authority (GYPA), Inc., provides Master Planning to the Port Authority's lands and capital for the development of those lands including infrastructure dedicated to the City of San Luis in the Magrino Industrial Park and Subdivision and promotion of economic development taking advantage of the proximity to the commercial Land Port of Entry II. GYPA is a non-profit corporation created by the City of San Luis, the City of Somerton, the County of Yuma, and the Cocopah Indian Tribe. Section 5.3 page 6 of the Restated and Amended By-Laws have set the contribution at $50,000.00.

Amount: The city has contributed funds since the inception of GYPA in the year 2000. The City Council has directed staff to include **$50,000.00** for the budget in Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE FUNDS TO GYPA IN THE AMOUNT OF $50,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022.

Attachments

2021 GYPA Invoice

Greater Yuma Port Authority
PO Box 4601
Yuma, AZ 85366

May 20th 2021.

The Honorable Gerardo Sanchez
Mayor, City of San Luis AZ
1090 Union Street
San Luis, AZ 85349

Re: FY 2021-2022 Membership Cash Call GYPA

Honorable Mayor Sanchez,

On behalf of the Greater Yuma Port Authority (GYPA), I want to thank you and the City of San Luis for its membership and participation in our organization. The unified support the GYPA has enjoyed over these past years has helped to increase commercial truck traffic through San Luis II by promoting multi-modal transportation and trade opportunities that have enhanced economic development in the regional community.

The organization's budget includes a cash call to the member jurisdiction in the amount of $50,000. An invoice is enclosed.

Again, thank you for your active involvement in the GYPA. If there is anything the GYPA can do to assist the City of San Luis in planning or support through letters in conjunction with its other member jurisdictions, please do not hesitate to call upon us.

Respectfully,

Matias Rosales
Chairman
Greater Yuma Port Authority

Greater Yuma Port Authority
PO Box 4601
Yuma, AZ 85366
(928) 373-1179

Invoice

Submitted on 05/20/2021

Invoice for
City of San Luis
1090 Union Street
San Luis, AZ 85349

Payable to
Greater Yuma Port Authority

Invoice #
2021-100

Project
Annual Cash Call

Due date
7/31/2021

Description	Qty	Unit price	Total price
Fiscal year 2021/2022 Cash Call	1	$50,000.00	$50,000.00
			$0.00
			$0.00

Notes:

Subtotal **$50,000.00**

Adjustments

$50,000.00

FIRST AMENDED AND RESTATED BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

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

ARTICLE I
REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

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

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

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

ARTICLE II
OFFICES

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

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

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

ARTICLE III
MEMBERS

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

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

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

ARTICLE IV
PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors.

A. *Purpose and Empowerment.*

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

B. *Number of Directors.*

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

C. *New Members.*

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

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

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

4.2 Master Plan.

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

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

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

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

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

4.4 Voting Rights.

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

4.5 Term of Office.

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

4.6 Initial Directors.

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

4.7 Notice of Meetings.

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

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

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

4.8 Quorum and Required Vote.

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

4.9 Directors' Manner of Acting.

A. *Participation in Meetings.*

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

B. *Dissent or Abstention of a Director.*

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival)

to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors.

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

4.11 Ex-Officio Members.

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

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

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation.

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

5.2 Initial Capital Contribution.

Each Member shall be responsible to contribute capital in equal amounts of $100,000.00. The initial Board will take into consideration all factors determined necessary to

formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.3 Cash Calls.

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed $50,000.00[1] per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member.[2]

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

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

---

[1] Amended on July 25, 2001, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $40,000 from $20,000. Such action was subsequently approved by the governing bodies of the member entities.

Amended on February 24, 2005, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $50,000 from $40,000. Such action was subsequently approved by the governing bodies of the member entities.

[2] Amended on February 20, 2002, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to delete and replace the language set forth in section 5.4 in the original Bylaws, as proposed by the City of Somerton. The Chairman directed staff to forward the amendment to all member entities for approval. Although the member entities approved an amendment to section 5.4, such approvals included additional revised language to the new section 5.4, which the GYPA had not considered or approved.

Amended on May 10, 2007, by action of the Greater Yuma Port Authority Board of Directors at a special meeting to delete section 5.4 of the original Bylaws, in its entirety, and substitute the language set forth in section 5.4 of the First Amended and Restated Bylaws in its place, which is the version that was previously revised, and adopted and approved, by the member entities.

That the withdrawing Member shall receive such amounts in satisfaction of its interest as the withdrawing Member and the remaining Members agree upon by unanimous consent; or that the City of Somerton, an original member, may withdraw as a member and become an ex-officio member and be entitled to repayment of the City of Somerton's capital contributions without interest, and further, that the City of Somerton may at any time prior to the dissolution become reinstated as a voting Member by paying capital contributions refunded equal to that made by each of the other original member entities prior to the City of Somerton's reinstatement. The City of Somerton specifically acknowledges that during the time the City has voluntarily withdrawn from membership it forfeits any right to the process in approving or disapproving changes of the By-Laws (except any change that would affect the City's right to reinstatement) or any other Greater Yuma Port Authority operations except as an Ex-Officio Member of the Board.

5.5 Dissolution.

A. *Events of Dissolution.*

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

B. *Winding Up.*

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

C. *Distribution of Liquidation Proceeds.*

1. Assets/Proceeds.

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities.

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

5.6 Indemnification.

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

ARTICLE VI
OFFICERS

6.1 Officers of the Corporation.

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

6.2 Election-Term.

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

6.3 Chairperson of the Board.

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

6.4 Vice Chairperson.

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

6.5 Secretary/Treasurer.

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

ARTICLE VII
COMPENSATION

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

ARTICLE VIII
AMENDMENT

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

ARTICLE IX
CONFLICTS OF INTEREST

9.1 Definitions.

A. *Port Authority.*

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

B. *Relatives.*

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

C. *Substantial Interest.*

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

9.2 Specific Guidelines.

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

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

communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

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

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

9.3 Interpretation.

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

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

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

10.2 Checks, Drafts, etc.

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

10.3 Notice and Waivers Thereof.

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to

such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

10.4 Interested Directors.

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

10.5 Limitation of Liability and Indemnity.

A. *Liability.*

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

B. *Indemnity.*

Each Officer and Director, whether or not then in office, shall be held harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. *Insurance.*

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status,

whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records.

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

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

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

10.7 Corporate Seal.

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18TH DAY OF SEPTEMBER, 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

DATED this 17 day of May, 2007.

Gary Magrino, Chairman

Attest:
Terre Catanzaro, Secretary

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. H.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: (1) The Humane Society of Yuma provides kenneling, quarantine, and euthanasia services for stray animals or animals that have bitten people. Since the city does not have these services, the Animal Control crew of the Police Department relies on these services. (2) They also provide low-cost vaccinations and low-cost or free micro-chipping for pets. (3) Last year and in past years, the Humane Society has provided spay and neuter clinics for cats and dogs in San Luis with grant money. This year they request an additional $5,000.00 to provide this service in San Luis as the grant money was not available this year. With this $5,000.00 fund, the Humane Society will require proof of residency in San Luis, Arizona.

Amount: In past years, the city has had agreements with the Humane Society of Yuma. The City Council has directed staff to include **$55,000.00** for the budget in Fiscal Year 2021-2022. Under the agreement, the city will pay a flat rate for services for the year in monthly increments.

In addition, the City Council has directed staff to budget **$5,000.00** to spay and neuter pets for the residents of San Luis to be paid in a lump sum no later than October 2021 as part of the budget in Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE HUMANE SOCIETY OF YUMA IN THE AMOUNT OF $55,000.00 AND TO FUND THE SPAY AND NEUTER CLINICS IN SAN LUIS FOR AN ADDITIONAL $5,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$60,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022.

Attachments

Contract Humane Society

Letter Humane Society

AGREEMENT

This agreement ("Agreement") is entered into this ____ day of June, 2021 and is effective the 1st day of July, 2021, ("Effective Date") and made between the **Humane Society of Yuma**, a non-profit corporation organized under the laws of Arizona, having its offices at 4050 South Avenue 4½, Yuma, Arizona ("HSOY") and the **City of San Luis,** a municipal corporation organized under the laws of Arizona and having its administrative offices at 1090 East Union Street, San Luis, Arizona ("City"), for animal shelter services and related services to the City. The HSOY and the City may be referred to singularly as the "Party" and collectively as the "Parties."

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

1. Term of Agreement and Termination

This Agreement shall be in effect from July 1, 2021, and continuing through June 30, 2022.

Either Party may terminate this agreement with 30 days of notice without cause. The City shall pay HSOY for all services rendered to the date of termination at HSOY's regular rate if the contract is terminated before June 30, 2022, and the HSOY shall reimburse the City for any payment the City has made above the HSOY's regular rate.

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

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

2. Designation of the Animal Control Agent under this Agreement

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

3. HSOY Services

a. Impounding and Hours Available.

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

b. Injured Animals.

If the ACO pick up an animal after hours that is suffering and the ACO believes the animal should be euthanized, the ACO shall call the HSOY and ask that an Animal Control Officer of the HSOY be contacted. The HSOY reserves the right to deny euthanasia of any animal if a staff member and a member of management feels that the animal should not be euthanized. The HSOY also reserves the right to euthanize any animal at any point during the animals hold period if it is in the best interest of the animal.

c. Impounding of Strays and Owned Animals.

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

d. Animals who have Bitten.

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

e. Clinics.

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

4. Public Information/Education.

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

5. Consideration.

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

The City shall pay an additional lump sum of $5,000.00 to fund the spay and neuter program described in the attached HSOY letter dated May 24, 2021. The City shall pay the $5,000.00 no later than October 2021.

6. Accountability.

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

7. Subcontracting.

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

8. Hold Harmless.

To the extent permitted by law, the HSOY hereby agrees to indemnify, defend, save, and hold

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

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

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

9. Insurance.

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

10. Compliance with the Law.

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

11. Provisions Required by Arizona Law.

Conflict of Interest

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

Employment Eligibility

The HSOY hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility (e-verify). A breach of this warranty shall be deemed a material breach of this Agreement. City retains the legal right to inspect the papers of The HSOY to ensure that The HSOY complies with this warranty.

12. Miscellaneous Provisions.

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

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

and addressed to the respective Parties as follows:

If to the City -

City Manager
City of San Luis
P.O. Box 1170(by United States Postal Service)
San Luis, Arizona 85349

1090 East Union Street (by personal process or courier)
San Luis, Arizona 85336

Copy to

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

If to the HSOY

Executive Director
Humane Society of Yuma
4050 Avenue 4½ East
Yuma, Arizona 85365

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

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

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

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

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

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

g. Reformation. Reformation. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent of this Agreement.

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

i Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

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

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

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

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

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

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

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

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

r. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages

all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona**,** the day and year set forth above which the date the last Party signed this Agreement.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor
Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Humane Society of Yuma

_____
Annette Lagunas, Executive Director
Date:_____

HUMANE SOCIETY OF YUMA
Save one until there are none.

Humane Society of Yuma
www.hsoyuma.com
4050 S. Ave. 4 ½ E
Yuma, AZ 85365
928.782.1621

May 24th, 2021

Good afternoon Ms. Lara,

In 2020 we had high hopes of spaying and neutering more animals from your community than years prior. I am happy to say that 44 animals from your community were altered last year through our clinic with different grants. With COVID, it was a little difficult to get more done or do a campaign in your community about spaying and neutering of pets.

Therefore, HSOY is once again requesting $5,000, in addition to our current contract amount, to go towards spaying and neutering animals within your community. The money would only be going to people who show proof of residence within the City of San Luis, AZ. As your citizens call HSOY to schedule an appointment, they would state that they live within your City and we would schedule them.

HSOY will continue to serve your community in any way possible. From low cost vaccinations to low cost/free microchipping, we are committed to helping the stray animal population in your community decrease. The spaying/neutering component continues to be the single most important component to being a good pet parent.

Please feel free to reach out to me with any questions or concerns you may have regarding the proposal.

Respectfully,

Annette Lagunas
Executive Director
Humane Society of Yuma

ANNETTE LAGUNAS
Executive Director

BOARD OF
DIRECTORS

Debbie Frydenlund
Brock Gill
Athena Godwin
David McHone
Wendy McKay
Bernadette Presloid
Courtney Sellers

OUR MISSION STATEMENT

To reduce the number of homeless pets through adoption, rescue and spay/neuter programs.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. I.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: The Youth Build Program of Portable Practical Education Preparation (PPEP), Inc., provides low-income youth, ages 17-24, education to obtain their GED, and AmeriCorp opportunities for post-secondary education. Students learn job skills and leadership development. Students in the program serve their communities by building affordable housing and providing community services. Training opportunities have expanded beyond construction work to training for medical office assistants and nutritionists. This year they are recruiting 42 students. The contract requires that at least 30 students be residents of San Luis.

Amount: The city has entered into an agreement with PPEP, Inc., in the past. The City Council has directed staff to budget **$30,000.00** for the Youth Build Program and other training programs for the Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH PPEP, INC., IN THE AMOUNT OF $30,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$30,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022.

Attachments

PPEP Contract
Letter PPEP
Youth Build San Luis Overview
Construction Training Plan

AGREEMENT

This agreement ("Agreement") is entered into this ____ day of June, 2021 and is effective July 1, 2021 between Portable Practical Education Preparation, Inc. ("PPEP"), a domestic non-profit corporation organized under the laws of Arizona, 802 East 46th Street, Tucson, Arizona 85713 and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona 85336 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 ("City"). PPEP and the City may be referred to singularly as the "Party" and collectively as the "Parties."

WHEREAS, City has allocated certain funds for a YouthBuild Program and the health care training for medical assistants and for nutritionists for young adults in the City of San Luis, Arizona; and

WHEREAS, the City wishes to engage PPEP to utilize such funds in PPEP's existing YouthBuild Program; and

WHEREAS, the City wishes the YouthBuild Program to serve and graduate students who are residents of San Luis by June 30, 2022;

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

A. STATEMENT OF WORK

1. Name of Activity: YouthBuild Program and training for medical assistants and nutrionists.

2. Description: (see ATTACHMENT). The YouthBuild program provides 10 months of construction training for career pathway development, a national credential certification with the National Center for Construction Education & Research (NCCER), First Aid certification, ten (10) Occupational Safety and Health Administration (OSHA) certifications, a $1,568.00 AmeriCorps Scholarship to college good for 7 years, job placement, and extensive case management and support services. In addition, each PPEP student receives a $600.00 per month stipend while in the program to help pay for other needs and to sustain their families.

3. Funding Agreement Total: $30,000

4. Term: July 1, 2021, to June 30, 2022

5. Number served: Under this Agreement 30 students shall be residence of San Luis,

Arizona. For staffing salaries for teachers, construction trainers, supervisors, case managers, and credential and leadership staff alone it costs $14,315 per student to educate and train in the YouthBuild program. Per-student expense costs close to $17,000 per student if supplies, uniforms, tools, book, internet, etc. were considered. This is a bargain as the Department of Labor allows up to $18,000 per student due to the program intensity and to achieve the stated program goals. The contribution of the City will help defray the cost of educating the students expected to graduate this fiscal year ending June 30, 2022 and those who will start but not finish until the next fiscal year in November of 2022. In addition, the fund may be used education opportunities for San Luis residents for medical assistants and nutritionists.

B. PERFORMANCE MONITORING

The City will monitor the performance of PPEP against goals and performance standards under this Agreement. Substandard performance, as determined by the City, will constitute noncompliance with the Agreement. If PPEP does not correct such substandard performance within a reasonable period of time after being notified by the City, the City will initiate contract suspension or termination procedures.

C. NOTICES

Communication, notices and other details about this contract shall be directed to these contract representatives:

For the City

City Manager
1090 East Union Street
San Luis, Arizona 85336 (for physical address) and
P.O. Box 1170
San Luis, Arizona 85349 (U.S. Postal Service for mail delivery)

For PPEP
Ms. Kari Hogan
Chief Administrative Officer
802 E. 46th Street
Tucson, Arizona 85713
520-770-2500

Any business communications regarding this Agreement may be provided by email.

All legal notices or demands related to this Agreement must be provided in writing and sent to the receiving Party at the address above. All notices to be given under this Agreement by either Party to the other shall be considered validly given and fully received when made in writing and delivered or refused delivery by major commercial delivery courier service or mailed, so it requires signature by the recipient or by process

service. Either Party may from time to time designate in writing and deliver in a like manner a change of address. 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.

D. SPECIAL CONDITIONS
None

E. PPEP RECOGNITION

The PPEP shall ensure recognition of the role of the City in providing services through this Contract. All activities, facilities and items utilized under this contract shall be prominently displayed in all publications made possible with funds provided under this contract.

F. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to or shall be construed as creating or establishing the relationship of employer/employee between the Parties. PPEP shall at all times remain an independent contractor regarding the services to be performed under this Agreement. PPEP shall be responsible for all employer responsibilities, including but not limited to the payment of Unemployment Compensation, FICA, and Workers' Compensation Insurance.

Rights of PPEP 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.

G. GENERAL CONDITIONS

1. Payment: It is expressly agreed and understood by the City that the total amount to be paid to the PPEP under this contract by the City shall not exceed $30,000.

2. Time of Performance: **This Agreement shall take effect on the 1st day of July 2021 through and including the 30th day of June 2022.**

3. Insurance and Bonding: PPEP shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond coverall all employees' in an amount equal to cash advances from the City.

4. Subcontracting: None of the services covered by this Agreement shall be subcontracted or assigned without prior written approval by the City.

5. Maintenance and Availability of Records:

a. Regarding this Agreement, PPEP shall maintain all accounting, client records, papers maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.

b. Such records shall be furnished and available for inspection by the City.

c. Such records shall be available at PPEP's offices at all reasonable times during the Agreement period. If it is a claim, investigation, or litigation pending after what is assumed to be the final payment that in effect, cancels the final payment date. The retention period will not begin until the final settlement of the claim, investigation, or litigation.

6. Financial Review. If the City desires a financial audit by a certified public accountant of the PPEP's financial records to verify the use of City funds according to the terms and audit. PPEP will not be responsible for the cost of such an audit if requested by the City and are entitled to a copy of any resulting reports received by the City.

7. Agreement Amendments/Revisions: Any changes to the Scope of Work or dollar amount of this Agreement require prior written approval from the City.

8. Suspension and Termination: With notification to PPEP, City may terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds at its discretion if the PPEP:

a. Violates any provision of this Agreement; or

b. Fails to complete performance in a timely manner

The City may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving PPEP 30 days' written notice.

9. Audits: PPEP shall comply with the audit requirements in the Office of Management and Budget (OMB) Circular A-133.

10. No 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. No waiver and no modification shall be effective unless it is in writing signed by the Parties, and then only to the extent expressly set forth in such writing.

11. Severability. If any provision of the Agreement is declared void or unenforceable by a Court of Competent Jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement will not be affected by that invalidity or unenforceability, and each provision of this Agreement will be valid

and will be enforced to the extent permitted by the law.

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

13. Venue. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in the State of Arizona. 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.

14. Attorneys' Fees and Costs. If any Party finds it necessary to bring any action at law or other proceeding, including but not limited to arbitration, against the other Party to enforce any of the terms, covenants or conditions in this Agreement, or for any breach or default under this Agreement, the Party prevailing in any such action or other proceedings shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

15. 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.

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

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

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

19. Force Majeure. If PPEP 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 exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or

regulations.

20. 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.

21. Compliance with the Law. PPEP shall comply with all laws. Including but not limited to:

a. PPEP shall maintain a City of San Luis, Arizona business license. The Business License Application is available online at https://www.sanluisaz.gov/137/Business-License-Division, and the telephone number is (928) 314-9119.

b. PPEP expressly agrees that it shall be solely responsible for supervising its employees; that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated under the Occupational Safety and Health Act of 1970 and any occupational safety and health act of Arizona; includes but not limited to training, provision of personal protective equipment; adherence to all appropriate lockout tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

c. e-verify. Under A.R.S. § 41-4401:

i. PPEP warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A;

ii. that a breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract; and

iii. that the City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph i.

22. Conflict. The Agreement is subject to the cancelation for conflict provisions of A.R.S. § 38-511(A)

21. 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.

22. Entire Agreement. This Agreement, including its attachment, which is incorporated herein by this reference, constitutes the entire Agreement between the Parties.

23. 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.

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

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in Yuma County, Arizona the date the last Party signed this Agreement.

City of San Luis, Arizona

_____

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

Portable Practical Education Preparation, Inc.

_____

John David Arnold, Ph.D., CEO

Date: _____

Portable Practical Educational Preparation, Inc.

Multi Service Center
802 E. 46th Street
Tucson, Arizona 85713
(520) 622-3553 Toll Free: (800) 376-3553 FAX: (520) 622-1480
Internet Address: www.ppep.org

John David Arnold, Ph.D. **"Si Se Puede"** **Gertha Brown-Hurd**
Chief Executive Officer & Founder President

March 1, 2021

Dear Marlene, Mayor and Council members,

I hope this letter finds you well. The PPEP YouthBuild program in San Luis, Arizona is looking to increase its reach next year and serve up to 42 students in the San Luis YouthBuild program. Therefore, the program is requesting 30,000 in funding to continue to offer AmeriCorps opportunities that incorporate Post-Secondary education opportunities and significant community services objectives. This funding is critical and leverages other funding to enable the program to provide construction training and now Healthcare training in Medical Office Assistant and Nutritionist in the development of career pathways to low-income and at risk youth in the San Luis area.

We continue to seek new offerings and grow the program to serve youth in need of education and career development opportunities. Through past funding, the program has been able to offer over 500 youth additional educational opportunities and has invested in our community through significant community services activities.

Thank you again for your consideration to continue to fund this outstanding program in an effort to build community sustainability.

Kind Regards,

Kari Hogan
Deputy CEO
PPEP, Inc.

Project Design

From day one, the emphasis of the program will be on success! During the first two weeks of the program youth will attend a two-week orientation and mental toughness training that will foster team building and outline the importance of setting goals, why education is important and community service learning. The orientation will describe how students can achieve success and what it will take to complete the program successfully. It will include community service and leadership, learning expectations, program rules/policies, education processes, testing, along with other program and construction safety measures needing to be followed. Vocational and educational assessments will be given during the first two weeks of the program, and career assessments to establish baselines for each youth's individual education plan and career development plan. An outline of the program and contract requirements will also be reviewed between the student and the staff of the YouthBuild program. Once students are enrolled in the program and baseline testing reviewed, staff will work to assess and identify barriers, while creating each individual plan; therefore, beginning the process for GED achievement and other industry recognized certifications.

In the beginning, it is imperative that youth understand the use and dangers of working with a variety of tools used in construction. Prior to beginning work on the construction site, youth will be trained on tool usage and tool safety. Construction supervisors will incorporate related academic materials to show the relationship between what is learned in the classroom under NCCER credentialing and the ability to do the job. This will help youth begin to tie the two areas together and how each applies when learning construction. To enhance learning, each cohort will be divided into two (2) groups, enabling them to alternate between the academic classroom and the construction site, and using the remaining 10% of their time participating in youth leadership development and community service learning activities over the 10-12 month program period. During each week the two groups will alternate between academic classes and the construction site from Monday – Thursday. Classroom will consist of a 7 hour day, Construction will consist of a 6 hour training/work day, and Friday's will be designated for community services activities, additional classes for credentialing/workshops, field trips, and community presentations for a total of 8 hours.

The program is challenging and rigorous, enabling students to draw on their experiences (Experiential Learning Model), reinforcing the learning process. The following activities will enhance our ability to meet the established performance goals of the YouthBuild program:

Study and earn GED Certificate through approved educational curriculum and approved state testing

NCCER industry recognized certification for required certification (received at the end of the program)

OSHA certification training (industry recognized certificate)

Individual Employment Plan development and intensive case management for job placement in education or a job upon program completion

Tours of local Universities and Community Colleges that include information on FAFSA applications and Pell Grant information

Testing throughout the program to document literacy/numeracy gains

Student workshops on resiliency and other work related topics

Mock interviewing and interview techniques

Follow up every 30 days upon program completion for documented retention in job placement, educational placement, and reduced recidivism

Partnerships are a critical component of YouthBuild. Therefore, PPEP continues to partner with the Comite de Bien Estar for qualified construction projects, Arizona Western College for NCCER credentialing, and Campesinos Sin Fonteras for additional job readiness training. We also partner with PMHDC Micro Enterprise for Business development opportunities, the Cities of San Luis for community events, YouthBuild AmeriCorps for additional opportunities in community service and to achieve educational awards, and to the local American Job Centers for co-enrollment activities for additional employment and placement services.

Overall, The YouthBuild program is a 10 month program that offers secondary education, vocational education, certifications, national credentials, and college scholarships to students that enter the program and complete. Through a comprehensive GED program that incorporates online learning and classroom for blended learning to earn a high school diploma, students study and are able to obtain their diploma within the 10 month program. If they do not, they will then continue until it is achieved. In conjunction with the GED Program, students are also enrolled in a construction vocational education track, where they are building houses from the ground up with experienced construction supervisors and community housing partners. This is also tied into AmeriCorps, where each students is entered and participates in 450 hours of community services to earn a post-secondary scholarship that is good for 7 years once they complete the program. Because youth are working with housing partners to build low income affordable houses, it is also considered a part of their community services and giving back to the community. In addition, students will be involved within the community to offer community service and engage in multiple projects in the betterment of the community. Students will also attend college leadership classes, a National Construction credentialing class, and obtain certification in first aide, CPR, and OSHA 10 safety. Students are involved in a rigorous schedule for 10-12 months to complete all of their studies and prepare for future endeavors that include college attendance and direct job placement activities. Students are engaged in their community and also attend conferences for youth leaders and are a part of the local youth LULAC chapter.

Attachment B: Construction Training Plan

Training Plan YouthBuild San Luis	
Summary of Project	YBSL will work with licensed construction partners to build new affordable housing, rehabilitate multi-family housing projects for very low and low income individuals, incorporate NCCER curriculum for Pre-Apprenticeship, and teach GED common core curriculum for GED diploma. Through this process students will develop the necessary soft skills and work related skills for employment or post-secondary education once completing the program.
Training Scope Including Objectives, Goals	Objectives for construction and education training include working toward pre-apprenticeship credentials, gaining job experience for opportunities that increase wages, obtain education credentials for post-secondary opportunities, provide community interaction for partnership development and leadership opportunities, and to avail mentoring opportunities for positive interactions with adults. Goals for Construction and Education Training 70% of Youth will obtain their GED credential 75% of Youth will obtain job placement or attend post-secondary education 75% of youth will obtain NCCER certification
Training Strategy	YBSL uses a strategy that offers reinforcement of learned information between class and worksite. Curriculum from the classroom is tied to learning on the job site and lessons are repeated through hands on

	experience. Youth will be trained in cohorts split into two groups. Each group will spend 1 week studying for GED in computer equipped classrooms and 1 week week on the construction site, for the remainder of the program they will continue to alternate each week between construction and classroom learning. Students will spend no less than 6 hours in class and on construction sites. These techniques will allow for a better grasp of information learned in the classroom and on site. Each Friday, 8 hours will be set aside for community service projects, other activities/presentations, NCCER classes and leadership development for approximately. Online testing will occur bi-weekly to assess youth progress. Each student will spend 32 hours per week at the YBSL program. Each cohort will be in session for an 11 month period and earn a $600.00 per month stipend. Post Program Follow will occur after each cohort completes for a one year period and continue until performance measures are met.
Roles and Responsibilities	**The Program Director** will oversee program, project development, budgeting, and reporting to ensure training and program requirements are met. They will oversee all student enrollments, interviews and hiring of qualified staff to train in construction and education. They are responsible for partnership development, service coordination, partner relationships and weekly meetings. **Construction Supervisors** will oversee all construction training and have mastery level skills. Construction supervisors will conduct on-site safety training, will establish rules for

	communication, and communicate safety issues with partner organization site supervisors. Construction supervisors will be responsible for sustaining worksite schedules and amending if scheduling issues arise and report to the program director. **NCCER training and certification** will be done by certified construction instructors through Arizona Western College. The director will work with the college to get this person on board and students enrolled in the NCCER program within the initial development period. **GED Instructors** will oversee classroom instruction for GED Common Core attainment and work with students on Computer based learning. Instructors will work to incorporate NCCER materials with GED learning. GED instructors will have teaching credentials. **Program Coordinator** will be responsible for continued partnership development, community service activities, coordination with youth and staff, program/partner relations, jobsite coordination, activity coordination, and acquire all necessary documentation. **The Youth Navigator** will be responsible for all case management and support services to the youth will attending the program. This position will work with the colleges to fill out FASFA information if attending college when completing the program and will help with job placement for full time employment
Contingency Plan	If for any reason students cannot be onsite, trips with local universities, colleges, or other field trips/presentation are scheduled. Community Service projects are continuously scheduled and can replace potential down time. Though we do not plan on staff vacancy, contingencies are

	available because of the availability of 2 construction supervisors. If any were to leave, the others can cover until positions are filled. Because of relationship development with the local NFJP and HEP programs there is back up available for GED instructors, if the program were to lose its instructor until another could be hired. In addition, other housing partnerships are in the works with Housing America and Housing Authority of Yuma for new construction and rehab activities.
Training Materials, Design, and Standards	YBSL uses certified NCCER curriculum for accreditation in partnership with Arizona Western College/YPIC. Training materials are provided by the college and the certified instructor. GED materials are sought from the GED testing center and are approved education materials by the department of education, and meet common core standards for practice testing and learning. Official testing is provided by the community college. In addition, the YBSL is looking into advanced curricula to add for STEM education.
Restrictive Covenant Clause	Not Applicable. No DOL YouthBuild funds will be used for construction.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. J.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Ramirez Advisors Inter-National, LLC provides services related to assisting the City of San Luis in relation to Federal, State, and Bi-National entities to address the needs of our region.

Amount: The City of San Luis has entered into an agreement with Ramirez Advisors Inter-National, LLC in the past. City Council has directed staff to include **$55,000.00** for the budget in Fiscal Year 2021-2022. These funds will cover a discounted yearly retainer which was requested by the city. In addition to the retainer, the contract covers travel and out-of-pocket expenses such as mileage, lodging, airfare, and ground transportation. The city has paid these expenses in prior years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH RAMIREZ ADVISORS INTER-NATIONAL, LLC IN THE AMOUNT OF $55,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$55,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted for Fiscal Year 2021-2022. The Contract is effective July 1, 2021

Attachments

Contract Ramirez Advisors

Letter Ramirez Advisors

AGREEMENT

Agreement (the "Agreement") made this _____ day of June 2021, and effective as of July 1, 2021, between Ramírez Advisors Inter-National, L.L.C. of 2642 E. Thomas Road, Phoenix, Arizona 85016, a limited liability company organized under the laws of Arizona ("RAI-N") and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona ("City"). (RAI-N and City may be referred to singularly as the "Party" and collectively as the "Parties").

RECITALS

A. **WHEREAS**, the City desires to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the City.

B. **WHEREAS**, the City of San Luis is experiencing high rates of growth and is confronting several significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.

C. **WHEREAS**, the General Services Administration (GSA) with various other federal agencies have been delayed by the coronavirus disease 2019 pandemic and other causes in the design and construction of the modernizations to the San Luis I port of entry. Although funded, the full expected cost was not funded. Additionally, there are various transportation and other related infrastructure issues to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, can traverse through the City. As experienced in various other border communities, these projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without planning, the City stands to be bypassed by the growth or to be left to deal with the challenges associated with the growth and traffic.

D. **WHEREAS**, RAI-N, has direct experience in projects on the border, ability to interact with key stakeholder agencies and entities on both sides of the border and fully bicultural and binational experience.

E. **WHEREAS**, services provided are of an expert nature.

F. **NOW, THEREFORE**, the City desires to continue to maintain RAI-N as a value-added member of the City's leadership team for the current fiscal year.

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

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

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

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

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

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

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

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

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

SECTION TWO.
DURATION

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

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

SECTION THREE.
RENEWAL

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

SECTION FOUR.
OBLIGATION OF RAI-N

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

a. the San Luis I Border Station Reconfiguration Project,

b. the San Luis Rio Colorado I Border Station Reconfiguration Project,

c. the operations at the San Luis II border station, and

d. others as they become better defined or as determined appropriate for consideration.

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

a. assisting in the preparation and dissemination of strategic information that outlines the critical areas of need and/or projects,

b. assist the City of San Luis in implementing an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region,

c. facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration (“GSA”), Customs and Border Protection (“CBP”), and the Arizona Department of Transportation (“ADOT”),

d. as determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects, and

e. more as determined appropriate by the City in consultation with RAI-N.

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

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

b. RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

4.4 Professional Staffing

a. Luis E. Ramírez Thomas will be the primary point of contact for all services relating to this engagement. Attachment #1 is a brief biography incorporated into this Agreement by this reference.

b. Other firm professionals will be involved in this engagement on an as-needed basis and as determined appropriate by RAI-N. Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services to effectively execute any portion of this engagement, RAI-N will work with the City to secure those services. The City will be responsible for payment of any third-party services

4.5 Ethics

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

4.6 Confidentiality

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

express permission of City or disclosure is required by law. RAI-N understands that its engagement letter to the City is a public record.

SECTION FIVE.
OBLIGATION OF CITY

5.1 The City will pay an annual flat retainer rate of $55,000 to be paid in 12 equal payments of $4,583.33. This retainer rate reflects a substantial discount on the standard fees, a discount requested by the City.

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

5.3 To help save money for the City and to protect against COVID-19, whenever possible and appropriate, RAI-N will use video conferencing, and when travel is essential, travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration, of $0.54 per mile as of the date indicated on this Agreement.

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

SECTION SIX.
LIABILITY INSURANCE AND INDEMNITY

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

Coverage

Commercial General Liability, including:	Minimum Limits
Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors	$1,000,000 Combined Single Limit, per occurrence and $2,000,000 general aggregate

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

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 regarding liabilities arising out of performing services. RAI-N shall provide City with certificates of insurance documenting that RAI-N has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days prior written notice to City by first class mail, postage prepaid, 10 days of notice if cancellation is due to nonpayment of premium.

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

SECTION SEVEN.
PROVISIONS REQUIRED BY ARIZONA LAW

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

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

SECTION EIGHT.
MISCELLANEOUS PROVISIONS

8.1 Notices. All notices, approvals and communications provided for herein, or given in connection, shall be validly given, made, delivered or served if in writing and

delivered personally by a process server or sent by a nationally recognized courier (e.g., Federal Express, Airborne, UPS) or by United States Postal Service certified with return receipt requested and postage prepaid to:

If to the City:	City Manager City of San Luis P.O. Box 1170 (by United States Postal Service) San Luis, Arizona 85349 090 East Union Street (by personal process or courier) San Luis, Arizona 85336
With a copy to:	San Luis City Attorney The City of San Luis P.O. Box 1170 San Luis, Arizona 85349
If to the RAI-N	Luis E. Ramirez Thomas President Ramirez Advisors Inter-National, L.L.C. 2642 E. Thomas Road Phoenix, Arizona 85016

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

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

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

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

on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

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

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

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

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

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

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

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

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

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

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

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

SECTION NINE.
EFFECT OF AGREEMENT

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

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

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

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

_____
Luis E. Ramirez Thomas, President

ATTACHMENT #1

Professional Biography

LUIS E. RAMÍREZ THOMAS, MSFS

Luis is the President of Ramirez Advisors Inter-National, LLC (RAI-N). He has over 29 years of experience on US-Mexico border infrastructure projects, North American relations, international business and negotiations, regional economic development, industrial site selection, government procurement, project management and governmental affairs. Luis has dedicated a considerable amount of time, both personal and professional, to fostering better relations with Mexico and Canada, improving the quality of life for the residents of the border and promoting the economic development of the region.

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

Prior to joining Lewis and Roca, Luis was a Manager with the Corporate Real Estate Solutions practice (Fantus) in the Los Angeles office of Deloitte & Touche, LLP. Luis served as the National lead for Mexico: Location Strategies and Implementation, offering clients a one-stop-shop option that included fully coordinated, cross-functional, binational and bicultural grouping of services designed to assist clients with the business expansions to Mexico. He was also a member in various major site selection efforts for Deloitte & Touche clients in the US and globally.

Luis was also the Regional Director - the Americas, of the Global Market Entry Practice for Deloitte & Touche, where he helped establish the Mexico Advisory Services Group, a multidisciplinary client services team for the firm's Southern California region.

Additionally, Luis was the Bulk Power Marketer for International Markets and a Senior Consultant for Industrial Development and International Programs with Arizona Public Service Company (APS). While at APS, Luis helped develop business opportunities for Bulk Power Services in Mexico and identified opportunities to expand retail sales that enhanced the utilization of APS's existing resources along the Arizona-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in San Luis Rio Colorado, Sonora. These projects entailed extensive work with Mexican and US Federal regulatory agencies and local and state governments, as well as managing binational legal, consulting, engineering and construction teams.

Luis was recently appointed to the National Advisory Council for the Administrator of the Environmental Protection Agency on issues impacting the environment in the United States and North America as it pertains to the US participation in the Commission for Environmental Cooperation (CEC). He also recently completed three terms as part of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border Mexico. This board is managed by the US Environmental Protection Agency. Luis also completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal advisory task force designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

Luis was also the Executive Director of the Border Trade Alliance (BTA) in 1994-'95 and was the Executive Assistant to the Chairman of the BTA in 1991-'92. He also worked for Joffroy Customs Brokers as an import-export specialist in the Maquiladora department.

Luis served on the Board of Directors of the BTA from 1996 to 2008, where he was also a member of the Executive Committee, Chaired the Immigration Committee and was the Co-Chair of the Public Policy Committee. As a past-Chair of the BTA, Luis was also one of the organization's Ambassadors at Large. In his functions with the BTA, Luis helped structure and implement many of the organization's positions on key issues including those pertaining to Border Crossing Cards, federal inspection procedures at the border, utilization of resources, securing funds for border infrastructure and staffing, and many more. He also represented the organization's key positions such as supporting the creation of the Department of Homeland Security.

Luis also served on the Board of Directors of the Arizona-Mexico Commission where he also served as the Chair of the Border Infrastructure and Economic Development Initiative. Luis recently completed a two-year term as a member of the Joint Legislative Review Committee on Transportation between Arizona and Sonora. As one of the three public members of this committee, Luis was involved in the coordination of efforts on Arizona-Sonora transportation issues and making annual reports and recommendations to the Arizona legislature on the environment, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry out commercial operations between Arizona and Mexico.

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

Luis, born in Mérida, Yucatan, attended High School in Vancouver, British Columbia. He earned his Bachelor of Arts from the University of Arizona, cum Laude where he majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He was also a member of the University of Arizona Shotokan Karate Team that won the national collegiate championship in 1989. He earned his Master's of Science in Foreign Service from Georgetown University, where he was awarded a Dean's Citation of Service. During his studies at Georgetown, Luis did a special internship with Congressman Jim Kolbe (R-AZ), where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).

Ramírez Advisors Inter-National, LLC
Innovative Cross-border Solutions and Governmental Affairs

2642 East Thomas Road
Phoenix, Arizona 85016
(602) 820-3931
luis@ramirezadvisors.com

March 2, 2021

The Honorable Gerardo Sanchez
Mayor
City of San Luis
767 First Avenue
Box 1170
San Luis, Arizona 85349

Via electronic mail: gsanchez@cityofsanluis.org

RE: Renewal of Contract for Professional Services

Dear Mayor Sanchez,

First of all, on behalf of Ramírez Advisors Inter-National, LLC, (RAI-N), I want to reaffirm our commitment to working with you and the City of San Luis to help secure the balance of the funding for the San Luis I Modernization project and to implementing the necessary strategy to help secure the necessary commitments by Mexico to make the necessary investments on the Mexican side. Projects of this magnitude and repercussion require a long-term commitment and an unwavering focus on the end game. We are proud to have been part of this journey with you!

To that end, I want to thank you for the opportunity of presenting this contract renewal to you and the City of San Luis (the City) as the City works to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the region.

OUR UNDERSTANDING

The City of San Luis is experiencing high rates of growth and is confronting a number of significant issues that stand to impact their long-term planning and the quality of life for the residents of the City.

In the 2020 US Spending Bill, the US Government desi $152.4 million towards the modernization of the San Luis I Port of Entry. Additionally, the bill includes a one-of-a-kind language that provides a 10% margin in the budget without having to seek congressional approval. This means that the project funding is actually $167 million. Much work needs to take place with the US The General Services Administration (GSA),

and US Customs and Border Protection in order to ensure that the investment being made at San Luis I offers the most benefits possible for San Luis and the entire region.

Additionally, there are various transportation and related infrastructure issues that need to be addressed to handle the expected growth in cross-border traffic and local population growth. As experienced in various other border communities, these types of projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without appropriate planning, the City stands to be bypassed by the growth and be left to deal with the challenges associated with the growth and traffic.

OUR PROPOSAL

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

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

- The San Luis I Border Station Reconfiguration Project, including working to secure the balance of the original funding request and that the project moves forward with the funding available as quickly and as efficiently as possible;
- Working with Mexican authorities to advance the needed improvements to the Mexican side of the border at San Luis I;
- Promote the flow of cars at San Luis II;
- By working with you and stakeholders, devise and implement strategies that promote the utilization of the San Luis II port of entry ;
- Others as they become better defined or as determined appropriate for consideration.

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

- Assisting in the preparation and dissemination of strategic information that outline the critical areas of need and/or projects;

- Assist the City of San Luis in the implementation of an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region;

- Facilitate the dialogue, communication and interaction with key local, state and federal agencies, primarily with the General Services Administration ("GSA"), Customs and Border Protection ("CBP"), and the Arizona Department of Transportation ("ADOT"); and

- As determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects.

In an effort to maintain the City informed of our activities and relevant matters, RAI-N will:

- Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor, Vice Mayor and City Manager. There will be additional exchanges of communication on as needed basis. Our experience has proven that more frequent reporting can result in an information overload for our clients and thus an inefficient use of time;

- We will continue our efforts to issue *#LuisOnTheBorder: San Luis* newsletter, a newsletter that has garnered a lot of attention from key leaders and decision makers throughout Arizona. This newsletter will be issued a minimum of twice per year. Additional editions may be issues depending on the issues and timeliness of information; and

- RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference.

PROFESSIONAL STAFFING

I will be primary point of contact for all services relating to this engagement. Other firm professionals will be involved in this engagement on as needed basis and as determined appropriate by RAI-N.

Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services in order to effectively execute any portion of this engagement, RAI-N will work with you in order to secure those services. You will be responsible for payment of any third-party services.

OUR FEES AND EXPENSES

RAI-N will require an annual retainer of $55,000 to be paid in 12 equal payments of $4,583.33. The retainer reflects a substantial discount of the standard fees, a discount that was requested by the City of San Luis.

Additionally, the City will cover all travel related and out of pocket expenses including but not limited to lodging, airfare and ground transportation as they pertain to this engagement. Invoices are due within 30 days of the date they are received. RAI-N will submit any and all expenses as a direct pass through, without any markup. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

In an effort to help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US Internal Revenue Service, of $0.575/mile as of the date indicated on this document.

RAI-N will request prior verification, either in hard copy or via electronic mail in order to incur any expenses in excess of $100 on behalf of the City. We have found that seeking written approval for expenses that are of lesser quantities can be time consuming. Of course, we do not anticipate incurring any expenses without prior approval from you and a detailed reporting of all expenses will be submitted along with each invoice.

GENERAL TERMS AND CONDITIONS

The duration of this agreement shall be for one (1) year commencing from the date of execution. At the conclusion of that year, the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this agreement. Additionally, either party shall have the option of terminating this agreement by providing a 30-day advance notice in writing and all fees owed to that termination date shall be paid to RAI-N as per the terms of this agreement.

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

It is our practice to hold any and all information provided to us by our clients as confidential.

RAI-N will act as an independent contractor to you and the City, and RAI-N will be directly responsible for any compensation and/or coverage of benefits and taxes to any RAI-N personnel.

This engagement letter is presented to you and your leadership team only and is to be treated as confidential information at all times.

CONFIDENTIALITY OF INFORMATION; DISCLOSURE

RAI-N agrees to maintain in confidence all City or City related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone, for any reason, or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City.

It is understood that RAI-N maintains a working relationship with other persons and legal entities. RAI-N shall promptly disclose the names of all other governmental entities that it is working with in the Country of Mexico and the States of Arizona, or other locations in the United States and the projects that it is working on for the purpose of avoiding conflicts of interest between clients. City agrees that any information disclosed by RAI-N shall be treated as confidential information and must be treated as either private commercial trade secret information or as private work product information of RAI-N.

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

CONCLUSION

We once again congratulate you and the City for the success in advancing a pro-

growth agenda and for securing the initial round of funding for the modernization of the San Luis I Port of Entry. Much work remains to be done on the modernization project, including securing the balance of the funding and making sure that the project delivers the anticipated results for the City.

I believe that our direct experience in projects on the border, our ability to interact with key stakeholder agencies and entities on both sides of the border and our fully bi-cultural and binational experience allows us to assure you that we will continue to be a value-added member of the City's leadership team. Should you find the terms of this proposal acceptable kindly sign and date it and return it at your earliest convenience.

Thank you in advance for the consideration you give to this proposal. We are excited about working with you in this very unique project and we thank you for the consideration that you give to this proposal.

Respectfully,
FOR RAMIREZ ADVISORS INTER-NATIONAL, LLC

Luis E. Ramirez, MSFS
President

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. K.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a budget for a contribution to the transit fund for the Yuma County Area Transit (YCAT) Public Transportation Services. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Yuma County Area Transit (YCAT) provides bus and transit services for the city and the surrounding county areas.

Amount: The city has contributed to YCAT since 2012 under an Intergovernmental Agreement (IGA). Last year the contribution was **$70,573.00**. The City of San Luis and seven (7) other entities entered into the IGA in 2012 with YCAT to provide regional public transportation. Under the IGA, San Luis is to contribute a share of funding YCAT's public transportation. Other contributions come from Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Indian Tribe, Arizona Western College, and Northern Arizona University. Under the twenty-five year, IGA of January 1, 2012 (expiring January 1, 2037), a formula for the percentage of contribution is developed every year.

At the March 22, 2021, meeting of the Yuma County Intergovernmental Public Transportation Authority, (or YCIPTA, the Board for YCAT) up for consideration was the possibility of a 25% increase for building construction. The Board did not decide. They requested more information. They met on May 24, 2021, and are not scheduled to meet until June 28, 2021.

A 25% increase would mean $17,643.25 more than last year (which was $70,573.00) for a total of **$88,216.25**.

Procedure of Approval: Under the IGA, the city's approval is to be by way of resolution and the city must not use federal money to pay for the contribution. Staff recommends approving a budget since there does not yet exist a formal request for a contribution.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE A BUDGET OF $88,216.25 FOR THE YCAT CONTRIBUTION.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$88,216.25

BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022.

Attachments

Letter YCAT
Master IGA YCIPTA
YCIPTA March 22 Agenda Item
YCIPTA March 22 Draft Minutes

Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

March 24, 2021

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

RE: Preliminary Notice for Request for FY 2022 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

Below is the breakdown for the City of San Luis's local share of match funding required for the operation of the transit system:

ANNUAL TOTAL

YCAT/On Call Transit Match	$ 70,573

The amount is consistent with what has been paid in FY 2021, but this amount has ***not*** formally been approved by the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors and is subject to change. Once this figure has been approved by the YCIPTA Board of Directors a formal letter of request for funding will be provided to the entities. This is ***not*** an invoice. Invoices will be sent at a later date.

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

Sincerely,

Shelly Kreger
Transit Director
Yuma County Intergovernmental Public Transportation Authority

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Dr. Michael Sabath – Chairman - Northern Arizona University, Jerry Cabrera – Vice Chairman - City of Somerton, Ralph Velez – Sec/Treas - City of San Luis, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton, Brian Golding, Sr.-Quechan Tribe, , Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County, Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director

MASTER INTERGOVERNMENTAL AGREEMENT
YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Members. The Members of YCIPTA are currently:

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

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

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

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Responsibilities of the Members.**

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

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

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

Contributions FY 2011/2012

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

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

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

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

3. **Records and Audit Rights.**

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

4. **Mediation.**

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

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

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

6. **Insurance and Indemnification.**

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

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

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

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

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

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

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

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

10. **General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

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

By: _____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By: _____
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By: _____
Juan Carlos Escamilla
Mayor

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Clerk of the Board

By:_____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By:_____ MAY 31, 2012
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By:_____
Juan Carlos Escamilla
Mayor

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
Bill Lee
City Clerk

By:_____
Martin Porchas
Mayor

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Clerk of the Board

By:_____
Chairman of the Board

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Attest:

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City Clerk

By:_____
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
City Clerk

By: Juan C Escamilla
Mayor

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By: _____
Martin Porchas
Mayor

Attest:

_____
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

_____
Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

By: _____
James L. Deermer
Mayor

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

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By: _____
Dr. Glenn E. Mayle
President

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

By: _____
Sherry Cordova
Chairperson

Attest:

_____
Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By:_____
Martin Porchas
Mayor

Attest:

Christy Isbell
Christy Isbell
Board Secretary

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Town Clerk

By:_____
Mayor

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By:_____
President

AWC, an Arizona community college

By:_____
President

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By: _____
Chairperson

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

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Martin Porchas
Mayor

Attest:

Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

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Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

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James L. Deerner
Mayor

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

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

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

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

By: _____
Sherry Cordova
Chairperson

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
Mayor

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Attest:

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By: _____
John Andoh,

TOWN OF WELLTON, an Arizona municipal corporation

Attest:

_____
Town Clerk

By:_____
Mayor

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

By:_____
President

AWC, an Arizona community college

By:_____
President

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

By: _____
Chairperson

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By: _____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: _____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: Richard W. Files (For)
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this 7th day of April, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

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Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this 1st day of June, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

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Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this 24 day of MAY, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this 20th day of April, 2012

By: Michelle Q. Fisher
Attorney for Arizona Board of Regents

Dated this 8th day of May, 2012

By: John C. Richardson
Attorney for Arizona Western College

Dated this _____ day of _____, 2012

By:_____
Michael M. Smith
Attorney for Cocopah Indian Tribe

Dated this _____ day of _____, 2012

By:_____
Wayne C. Benesch
Attorney for YCIPTA

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By:_____
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C Bennett
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITH A SUNSET CLAUSE

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

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

SECTION 1: That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

SECTION 3: That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

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

Adopted this 20th day of October, 2010.

APPROVED:

Alan L. Krieger,
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files (for)
Steven W. Moore
City Attorney

Exhibit "B"

City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349-1170
Ph (928) 341-8520 • Fax (928) 341-8539

October 7, 2010

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

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

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

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

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan C Escamilla

Juan Carlos Escamilla
Mayor

JUAN CARLOS ESCAMILLA, Mayor
GERARDO SANCHEZ, Vice Mayor
MARIO BUCHANAN JR., Council Member
MARCO A. PINZON, Council Member
AFRICA LUNA-CARRASCO, Council Member
JOSE LEONARDO SUAREZ, Council Member
RAFAEL TORRES, Council Member
RALPH VELEZ, City Manager

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO.903

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

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

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

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

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona of behalf of the City of San Luis, Arizona, to form an Intergovernmental Public Transportation Authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October, 2010.

Juan C Escamilla

Juan Carlos Escamilla, Mayor

ATTEST:

for Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

Exhibit "C"

CITY OF SOMERTON
MINUTES
REGULAR COUNCIL MEETING
OF THE CITY COUNCIL

7:00 P.M. Tuesday September 21, 2010

Council Members:	Staff:	
M. Porchas, Mayor	B. Lee, City Manager	(P)
A. Magaña, Vice-Mayor	L. Galaviz, Park & Rec. Dir	(P)
L. Ramirez	B.B. Cotman, Int. Chief of Police	(P)
G. Anaya	S. Palacios, Int. Public Works Dir	(P)
M. Villalpando	G.W. Hunt, City Attorney	(P)
L. Galindo	M. Figueroa, City Magistrate	(A)
J. Yepez	G. Halford, Admin. Svcs. Dir	(P)
	VACANT, Com. Dev. Dir	(A)
	P. De Anda, Fire Chief	(P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

PETITION OR COMMENTS BY THOSE CITIZENS PRESENT

Call to the Public:

NONE

CONSENT AGENDA

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yepez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

OLD BUSINESS
All items are for discussion and possible action

1. **ORDINANCE 2010-006** AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"

    a) Second Reading by Title Only
    b) Approval of Ordinance

Paul De Anda – presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yepez- are they doing any amendments to that or just going as is? Paul- Carefree did mention New Year's they were going to make an exception.

Council member Yepez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yepez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yepez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

2. Update on Sales Tax.

Gary Halford- presented the Council with an update on sales tax collected in the month of august thru today. August received $140,000 in September $85,000 so far.

3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.

Bill Lee – approval to purchase conveyor belt from local agency for $49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yepez- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yepez- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.
Patty Salazar took Roll Call:
Jerry Anaya – yea
Jose Yepez- yea
Martin Porchas-yea
Luis Galindo-yea
Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

NEW BUSINESS
All items are for discussion and possible action

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

3. Discussion and possible direction to enter agreement with Humane Society of Yuma.

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yepez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actually cost now? Bill - $2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Parks and Recreation Commission Appointment

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yepez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

ADJOURNMENT

Meeting was adjourned at 8:30 P. M.

MAYOR MARTIN PORCHAS

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.

CITY CLERK

City of Somerton

110 N. State Avenue
P.O. Box 638
Somerton, Arizona 85350

(928) 627-8866
Fax: (928) 627-3794
TTD: (928) 627-8866

AGENDA ITEM REVIEW FORM

TO: *Mayor and City Council*

FROM: Bill Lee, City Manager

SUBJECT: **Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.**

DATE: Aug. 10th 2010

Background: See attached letter from County Administrator.

Recommendation: Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

Fiscal Impact:

Intergovernmental Public Transportation Authorities

What are they?

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

How are they formed?

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

Can any other organizations be included?

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

What is the operating area?

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

How would an IPTA be funded in Yuma County?

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

How is the initial IPTA board of directors organized?

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors is any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

When would the IPTA take over managing the transit system?

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (*note – as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

Where would the IPTA offices be located?

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

Would operational support be offered by other public entities?

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

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

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

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

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

Sincerely,

James Deermer, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

Exhibit "D"

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

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

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

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

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

Sincerely,

James Deerner, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

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

TOWN OF WELLTON
COUNCIL MINUTES
SEPTEMBER 21, 2010

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

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

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

Guests: Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - **A. Police Department**
  - **B. Magistrate & Court Department**
  - **C. Fire Department**
  - **D. Public Works Department**

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

DISCUSSION AND ACTION ITEMS

Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. **Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of $566,376 to construct water system improvements.**

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of $566,376 to construct water system improvements. Voice vote 5-0, motion carried.

3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

4. Other Reports

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

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

5. Manager's Report

Town Manager Rinehart reported on the following items:

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

6. Executive Session

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

There was no need for an Executive Session.

7. Adjournment

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

CERTIFICATION:

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

Approved this 5th day of October 2010

Rodney L. Rinehart
Town Manager/Clerk

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

TOWN OF WELLTON
COUNCIL MINUTES
JANUARY 18, 2011

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

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

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

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

- **Call To The Public** - No Comments

- **Department Head Reports**
  - A. Police Department
  - B. Magistrate & Court Department
  - C. Fire Department
  - D. Public Works Department

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

DISCUSSION AND ACTION ITEMS

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

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

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

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

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

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

After the presentation he summed up with these recommendations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Other Reports

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

10. Manager's Report

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

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

11. Executive Session - No need for an Executive Session

12. Adjournment

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

CERTIFICATION:

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

Approved this 5th day of April 2011

Rodney L. Rinehart
Town Manager/Clerk

Exhibit "E"

NORTHERN ARIZONA UNIVERSITY | YUMA *Branch Campus*

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

928-317-6400
928-317-6419 fax
nau.edu/yuma

October 4, 2010

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

cc Robert Pickels

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

Dear Chair Proshaska,

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

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

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

Sincerely,

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

Cc: Robert Pickels, County Administrator

Exhibit "F"

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

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

TYPE OF DOCUMENT:

Resolution No. 10-52
A Resolution of the Yuma County Board of Supervisors Establishing an Intergovernmental Public Transportation Authority within Yuma County, Pursuant to A.R.S. § 28-9102

DOCUMENT APPROVAL:

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

YUMA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 10-52

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

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

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

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

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

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

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

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

Adopted this 13th day of December, 2010

Kathryn "Casey" Prochaska

KATHRYN "CASEY" PROCHASKA, Chairman

ATTEST:

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

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

JON R. SMITH, County Attorney

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

Exhibit "G"

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

August 8, 2011

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

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

John,

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

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

Sincerely,

Glenn E. Mayle

Dr. Glenn Mayle, President

Exhibit "H"

THE COCOPAH INDIAN TRIBE

Office of the Tribal Chairwoman
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-3173
Email: cocotcsec@cocopah.com

October 18, 2011

John Andoh, Transit Director
2715 E. 14th Street
Yuma, AZ 85364

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

Mr. Andoh,

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

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

Thank you,

Sherry Cordova, Chairwoman
Cocopah Tribal Council

Exhibit "I"

Formula for Funding

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

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

See attached Schedule for FY 2011-2012.

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

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

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

Local Match Deficit Per YMPO $ 528,655

Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

March 17, 2021

Discussion and Action Item 5

To: Yuma County Intergovernmental Public Transportation Authority Board of Directors
From: Shelly Kreger, Transit Director
Subject: Discussion and or action regarding the increase of Member Entity Dues.

Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve to increase Member Entity Dues.

Background and Summary: Since YCIPTA's inception local entity dues have remained the same each year with no increase. In looking to the future YCIPTA's cash match will need to be increased to meet the needs of acquiring future grants especially funding for the new facility.

While YCIPTA will also be working towards a more sustainable funding source such as a future sales tax, that is still a few years off. As well as the tax we will be looking for other funding sources and or partnerships.

Based on the current funding percentages for each entity the chart below shows how much each entity would be increased to at a level of 25%. YCIPTA understands that most every entity is currently in the budget process and it may not be possible to increase or this upcoming fiscal year, but this is a discussion that needs to be started.

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Dr. Michael Sabath – Chairman - Northern Arizona University, Jerry Cabrera – Vice Chairman - City of Somerton, Ralph Velez – Sec/Treas - City of San Luis, Philip Rodriguez – City of Yuma, Larry Killman – Town of Wellton, Brian Golding, Sr.-Quechan Tribe, , Paul Soto – Cocopah Tribe, Susan Thorpe – Yuma County, Susan M. Zambrano - Arizona Western College

Shelly Kreger, Transit Director

Agency	Annual Funding	% of total funding	25% increase	$ of increase
Yuma County	$ 154,960	25.01%	$ 193,700	$ 38,740
City of Yuma	$ 200,000	32.28%	$ 250,000	$ 50,000
City of Somerton	$ 29,919	4.83%	$ 37,399	$ 7,480
Town of Wellton	$ 14,499	2.34%	$ 18,124	$ 3,625
City of San Luis	$ 70,573	11.39%	$ 88,216	$ 17,643
Cocopah Indian Tribe	$ 38,898	6.28%	$ 48,623	$ 9,725
Quechan Indian Tribe	$ 5,757	0.93%	$ 7,196	$ 1,439
Northern Arizona University	$ 5,000	0.81%	$ 6,250	$ 1,250
Arizona Western College	$ 100,000	16.14%	$ 125,000	$ 25,000
	$ 619,606	100.00%	$ 774,508	$ 154,902

Financial Impacts: Increase of $154,902 in annual cash match

Budgeted: N/A

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority Board of Directors approve to increase Member Entity Dues.

Legal Counsel Review: N/A

Attachments: N/A

For information regarding this agenda item, please contact Shelly Kreger via email to: skreger@ycipta.az.gov or call 928-539-7076, extension 101.

Approved for submission:

Shelly Kreger
Transit Director

No. 4: Discussion and or action regarding the adoption of YCIPTA's Strategic Plan for FY2022-26 presented by Ehren Bingaman from TransPro Consulting. Action required.

Mr. Bingaman provided some background information for this item as contained in the member packet. Ms. Thorpe stated that the plan was very organized and clear. She further stated that it was a good idea to have reports quarterly to Board.

Dr. Sabath expressed concern regarding accountable parties and staff needed to complete tasks. Mr. Bingaman stated that the plan was made mindful of size of organization and with the knowledge that staff still need provide day to day service.

Ms. Thorpe requested to hear Ms. Kreger's perspective of the plan. Ms. Kreger stated that it was a pleasure working through Mr. Bingaman and his team. Ms. Kreger stated that she was pleased to have a working document to use learn and track and progress. Ms. Kreger further stated that this would assist in showing community YCATs value; especially if YCIPTA plans on getting the transit tax.

Motion (Cabrera/Killman)**:** To approve as presented.
Voice Vote: Motion Carries, (9-0).

No. 5: Discussion and or action regarding increasing of Member Entity Dues. Possible action required.

Ms. Thorpe had an inquiry regarding discussion and action item no. 3. Ms. Thorpe inquired regarding bus pass sales being moved and where the potential location would be. Mr. Wilkes stated that potentially it would be at the Hotel del Sol but that this was long term proposal within the next two to three years.

Ms. Kreger provided some background information for this item as contained in the member packet. Some of the highlights are as follows:

- The member entity dues had not been increased since YCIPTA formed.
- More funds were needed for the future building.
- In the future, staff was looking at the transit tax.
- Staff was also looking at other partnerships.

Ms. Thorpe stated that she wanted to see the totality of expenses and revenues; to see the full picture in context of expenditures.

Mr. Rodriguez stated that he would support discussion of an increase but that putting forward 25% increase would be difficult.

Dr. Sabath agreed with Mr. Rodriguez and further stated that both he and Ms. Zambrano's institutions were facing a 25% budget cut. Dr. Sabath further stated that the timing was not good but recognized the need for it. Dr. Sabath concluded with stating that he certainly needed more information.

No action required; no action taken.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. L.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2021-2021. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Yuma Metropolitan Planning Organization (YMPO) provides regional transportation planning services through the cooperative efforts of the YMPO members. The members are the cities of San Luis, Somerton, Yuma, the Town of Wellton, the County of Yuma, and the Cocopah Indian Tribe. Federal funding for the development of transportation infrastructure in our region is channeled through YMPO. Services include the work of the Unified Planning Work Program and the Rural Transportation Liaison.

The calculation for the local governments' contribution is in YMPO's attached Agenda Packet and Minutes from May 31, 2018.

According to YMPO's attached letter, the exact amount cannot be calculated until December 2021, but $9,083.48 is the current estimate for budgeting purposes. This is about $4,000.00 less than the previous year.

At the June 2, 2021, San Luis City Council Work Session, YMPO's Executive Director Paul Ward requested $7,917.26 due to the availability of federal money so the local governments will not need to contribute as much. City Council directed staff to budget for $7,917.26 for the YMPO dues.

Amount: The City of San Luis has paid dues to YMPO in the past. The City Council has directed staff to use the estimated budget in the amount of **$7,917.26** to include in the budget for Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE A BUDGET FOR YMPO DUES IN THE AMOUNT OF $7,917.26.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$7,917.26
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022.

Attachments

Contribution Letter FY 20-21

YMPO's Agenda Packet 5/31/2018

Approved Minutes

Yuma Metropolitan Planning Organization
502 South Orange Avenue
Yuma, Arizona 85364
www.ympo.org
Phone: (928) 783-8911
Fax: (928) 329-1674

Yuma San Luis Cocopah Wellton Somerton Yuma County ADOT Y M P O

Local Governments and Citizens Working Together

February 18, 2020

Tadeo A. De La Hoya, City Manager
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

RECEIVED
FEB 18 2020
By

Subject: FY 2020-21 YMPO Member Agency Dues

Dear Mr. ~~De La~~ Hoya: Tadeo

The Yuma Metropolitan Planning Organization (YMPO) has re-evaluated recommended estimates of local matching funds needed to support the FY 2020-21 YMPO Unified Planning Work Program (UPWP) and annual budget. The recommended estimate for FY 2020-21 is almost identical to the current year's amounts. The total FY 2021 estimate assessment (or dues) for the Yuma County is $13,319.42. Please note this is a preliminary estimate, and members are not requested to pay anything at this stage.

During the early development of the UPWP, estimates on prior funding and projections of new funding are used to develop the budget and to calculate local matching funds. To provide a final dues assessment, many factors must be considered, including the closing and starting of succeeding fiscal years, and future updates will be necessary to provide the most accurate and fair assessment. A precise amount is not usually known until the December timeframe; however, the above estimate may be used for your planning purposes.

Yours Sincerely,

Paul D. Ward, P.E.
Executive Director

cc: Entity dues file

Yuma Metropolitan Planning Organization
502 South Orange Avenue
Yuma, Arizona 85364
www.ympo.org
Phone: (928) 783-8911
Fax: (928) 329-1674

Yuma San Luis Cocopah Wellton Somerton Yuma County ADOT
Y M P O

Local Governments and Citizens Working Together

February 18, 2020

Tadeo A. De La Hoya, City Manager
City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Subject: FY 2020-21 YMPO Member Agency Dues

Dear Mr. ~~De La~~ Hoya: Tadeo

The Yuma Metropolitan Planning Organization (YMPO) has re-evaluated recommended estimates of local matching funds needed to support the FY 2020-21 YMPO Unified Planning Work Program (UPWP) and annual budget. The recommended estimate for FY 2020-21 is almost identical to the current year's amounts. The total FY 2021 estimate assessment (or dues) for the Yuma County is $13,319.42. Please note this is a preliminary estimate, and members are not requested to pay anything at this stage.

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Yours Sincerely,

Paul D. Ward, P.E.
Executive Director

cc: Entity dues file

EXECUTIVE BOARD
REGULAR MEETING AGENDA

Local Governments & Citizens Working Together

EXECUTIVE BOARD
Regular Meeting
Thursday, May 31, 2018
1:30 P.M.

Cocopah Resort and Conference Center
15268 South Avenue B
Somerton, Arizona 85364
See Map at the End of the Agenda

YMPO EXECUTIVE BOARD

Chairwoman	Cecilia McCollough, Mayor, Town of Wellton
Vice Chair	Jose Yepez, Mayor, City of Somerton
Treasurer	J. Deal Begay, Jr., Vice Chairman, Cocopah Indian Tribe
Member	Gary Knight, Deputy Mayor, City of Yuma
Member	Maria Ramos, Vice Mayor, City of San Luis
Member	Paul Patane, Southwest District Engineer, ADOT
Member	Jacob Miller, Councilmember, City of Yuma
Member	Lynne Pancrazi, Board of Supervisors, Yuma County
Member	Martin Porchas, Board of Supervisors, Yuma County
Member	Karen Watts, Councilmember, City of Yuma

A regular meeting of the Executive Board of the Yuma Metropolitan Planning Organization will be held starting at **1:30 P.M., on Thursday, May 31, 2018, at the Cocopah Indian Tribe Resort and Conference Center, 15268 South Avenue B, Somerton, Arizona 85364,** to discuss, consider, and/or take action with respect to the items listed below:

1. Call to Order and the Pledge of Allegiance.
   The meeting will be called to order and members will be asked to recite the Pledge of Allegiance.

2. Roll Call Attendance and Declaration of Votes.
   The YMPO Executive Assistant/Accountant II, Crystal Figueroa, will call the attendance roll, and if any members of the City of Yuma are not in attendance, those members that are in attendance will have the opportunity to declare which members will carry their respective number of proxy votes.

3. Call to the Public
   This item is to provide an opportunity for presentation of comments by the public on subjects not on the agenda. Individuals wishing to address the Board need not request permission in advance and are limited to three (3) minutes.

4. Consent Agenda

A. Approval of the April 26, 2018, Meeting Minutes.

A copy of the draft minutes of the previous meeting was sent out with the agenda packet. Members will be requested to review, report any changes, and vote on the approval of the minutes of the April 26, 2018, YMPO Executive Board meeting.

B. YMPO Income and Expenditure Report for April 2018

The Income and Expenditure Report for April 2018 was sent out with the agenda packet and will be presented for review and approval.

This item is on the agenda for information, discussion, and possible action to approve the Consent Agenda. A copy of the draft minutes is included in the agenda packet as Item 4A and the Income and Expenditure Report is included as Item 4B.

5. Resolution in Support of a BUILD Grant Application for the City of Yuma and YCIPTA.

During the September 2017 Executive Board meeting, the Board adopted a Resolution in support of a Transportation Investment Generating Economic Recovery (TIGER) Grant for the development of the YMPO regions first Multi-Modal Transportation Center, located at the Hotel Del Sol in downtown Yuma. Unfortunately, the application was not successful. The TIGER Grant funding category has now been replaced by the Better Utilizing Investments to Leverage Development (BUILD) Grant and the City of Yuma and the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) have requested additional support for a similar application for a BUILD Grant for the same project.

This item is on the agenda for information, discussion, and possible action to either approve the sending of a letter of support and/or adopting a Resolution supporting the request. A draft Letter of Support and a draft resolution are in an Information Summary which is attached as Item 5.

6. TIP Federal Funding Reimbursement

In May 2018, ADOT notified YMPO staff that $194,712.01 would be returned to YMPO as part of the Federal Funds Ledger. As the deadline had already passed, there was no opportunity to utilize the federal funds on another local federally funded project, so rather than “lose” the funds; the funds have been “loaned” to ADOT. ADOT has agreed to accept the funds and return these funds back to the YMPO for FY 2019. YMPO staff will consult with the TAC regarding where to program the loaned funds for the FY 19.

This item is on the agenda for information, discussion, and action to approve the Loan of YMPO Obligation Authority and Funds to FY 2019. Mr. Gutierrez will present this item and further details are in an Information Summary that is attached as Item 6.

7. FY 2018-2022 YMPO Transportation Improvement Program (TIP) Amendment #4
ADOT has requested the YMPO to split the City of San Luis Safety project currently shown in the TIP into two separately listed phases, for design and construction. A TIP Amendment/Administrative Adjustment is needed to accomplish this splitting of the original project.

This item is on the agenda for information, discussion, and possible approval of Amendment #4 to the FY 2018-2022 YMPO TIP, for submittal to ADOT. Mr. Gutierrez will present this item and further details are included in an Information Summary that is attached as Item 7.

8. Matching Funds in the Unified Planning Work Program
YMPO develops a Unified Planning Work Program and Annual Budget (UPWP/B) each year. The UPWP/B is largely federally funded, the federal funds often have different match rates and member agencies provide the appropriate local funds to match the federal funds. These local matching funds can be either In-Kind matching funds or cash matching funds. This item was reviewed with YMPO member agencies earlier in the year and YMPO has recently sent out revised requests for payment of the member agency dues for the current fiscal year. How the In-Kind and cash matching funds are determined for future is the subject of a formal procedure that is being submitted for possible approval.

This item is on the agenda for information, discussion, and possible action to approve a procedure for deciding how to forecast in-kind local matching funds and to estimate and calculate the cash matching funds (local dues) needed to match the federal funds included in the YMPO UPWP each year. Mr. Ward and Ms. Figueroa will present this item and further details are included in an Information Summary that is attached as Item 8.

9. Executive Director's Report/Summary of Current Events/Board Member Reports & Comments by Other Participants.
This agenda item is an opportunity for members and staff to update the Board regarding recent occurrences, as shown below. If written information is available, it will be included in the attached Information Summary.
   A. Staff Reports.
   B. TAC Minutes.
   C. Conference Updates.
   D. COG/MPO Director's/Planner's Meeting.
   E. Rural Transportation Advocacy Council activities.
   F. Projects - Economic Development and Transportation.
   G. FY 2018-41 YMPO Long-Range Transportation Plan.

10. Possible Future Agenda Items.

The following item will be heard at a future meeting.

A. New FY 2019-2023 YMPO Transportation Improvement Program (TIP).
B. Possible exchange of YMPO STBG funds with MAG CMAQ funds.
C. Regional Transportation Conference - future process.

11. Progress Reports.

Members and staff will update the Board on the progress of ongoing projects and other events.

A. Apr 23 - YMPO Bike Study discussion with CivTech, Paul Ward and De'Laurien McKenzie attended.
B. Apr 26 - YMPO Audit Committee meeting, Paul Ward and Crystal Figueroa attended.
C. Apr 26 - YMPO Executive Board, Paul Ward, Crystal Figueroa, De'Laurien McKenzie and Melissa Ramos attended.
D. Apr 30 - Discussion of future Studies with Stanley Consultants, Paul Ward and De'Laurien McKenzie attended.
E. May 1 - Two Dust Control Working Groups held by ADEQ, Paul Ward attended.
F. May 2 - Statewide ITS Architecture Workshop #1, Paul Ward and De'Laurien McKenzie participated by teleconference.
G. May 7 - FTA 5310 Funds Application Panel Review of Projects, Charles Gutierrez provided input for the YMPO region.
H. May 10 – YMPO TAC, Paul Ward, De'Laurien McKenzie, Melissa Ramos attended
I. May 14 – Charles Gutierrez returns back to YMPO from Medical Leave
J. May 14 – Southwest ADOT Coordination Meeting, Paul Ward and Charles Gutierrez attended
K. May 14 – Review ADOT Contract, Paul Ward, Charles Gutierrez, Crystal Figueroa participated
L. May 16 – OSHA Meeting/Training, Robert Aguilar attended
M. May 16 – City of San Luis POE I & II Meeting, Paul Ward attended
N. May 16 – City of San Luis Council Meeting, Paul Ward attended
O. May 17 – Wilson & Co. & Y2K Engineering Briefing, Paul Ward, Charles Gutierrez, De'Laurien McKenzie attended
P. May 18 – AZ State Transportation Board Meeting, Paul Ward attended
Q. May 18 – Arizona State Retirement System meeting, Paul Ward attended
R. May 23 – ADOT Bike/Ped Webinar, De'Laurien participated
S. May 24 – Michael Baker International Bike/Ped Study discussion, Charles Gutierrez, participated

12. Adjournment.

Notice: In accordance with the Americans with Disabilities Act (ADA) and section 504 of the Rehabilitation Act of 1973, YMPO does not discriminate on the basis of disability, in the admission of, or access to, or treatment or employment in, its programs, activities, or services. If you have any questions regarding YMPO programs, activities, or services, please contact Paul Ward or Charles Gutierrez at 928-783-8911.

Yuma
San Luis
Cocopah
Wellton
Somerton
Yuma County
ADOT
Y M P O

Local Governments & Citizens Working Together

EXECUTIVE BOARD
REGULAR MEETING MINUTES

Executive Board
Regular Meeting
Thursday, April 26, 2018
1:32 p.m.

City of Yuma
City One Plaza
Yuma, Arizona 85364
Room 190

1. Call to Order and the Pledge of Allegiance.

YMPO Chairwoman Cecilia McCollough called the Executive Board (the Board) meeting of the Yuma Metropolitan Planning Organization (YMPO) to order at 1:32 p.m. She called on Cocopah Indian Tribe Vice Chairman, J. Deal Begay, Jr., to lead the Pledge of Allegiance.

2. Roll Call Attendance.

The YMPO Executive Assistant/Accountant II, Crystal Figueroa, called the roll as follows:

YMPO Executive Board Members Present:

Chairwoman	Cecilia McCollough, Mayor, Town of Wellton
Secretary/Treasurer	J. Deal Begay, Jr., Vice-Chairman, Cocopah Indian Tribe
Member	Gary Knight, Deputy Mayor, City of Yuma
Member	Maria Ramos, Vice-Mayor, City of San Luis
Member	Paul Patane, ADOT SW District Engineer
Member	Lynne Pancrazi, Board of Supervisors, Yuma County
Member	Martin Porchas, Board of Supervisors, Yuma County
Member	Karen Watts, Councilmember, City of Yuma

YMPO Executive Board Members Absent:

Vice Chair	Jose Yepez, Mayor, City of Somerton
Member	Jacob Miller, Councilmember, City of Yuma

As members from six, of the seven, constituent member agencies were present, the quorum requirement was met.

YMPO Staff Present:

Executive Director	Paul Ward
Accountant II	Crystal Figueroa
Assistant Planner	Melissa Ramos
Associate Planner	DeLaurien McKenzie

Additional Attendees:

Gene Dalbey	YRBC
Blake Herzog	Yuma Sun

Declaration of Votes.
Deputy Mayor Knight submitted to Mr. Paul Ward, YMPO Executive Director, a proxy letter from Councilmember Jacob Miller and declared his proxy vote for a total of three votes for the City of Yuma.

3. Call to the Public
No public members addressed the Board.

4. Consent Agenda
A. Approval of March 29, 2018, Board Meeting Minutes.
B. YMPO Income and Expenditure Report for March 2018.

MOTION: Supervisor Pancrazi moved to approve the consent agenda, as presented. Vice Mayor Maria Ramos seconded, and the consent agenda was unanimously approved.

5. FY 2017 YMPO Audit
YMPO Accountant and Executive Assistant, Crystal Figueroa, introduced the audit of YMPO's accounts for the fiscal year ended June 30, 2017. She mentioned the review of accounts was done by Lumbard and Associates and audited by Walker and Armstrong. The auditors prepared and submitted a formal letter to staff and gave a more detailed presentation of the audit to members of the Audit Committee earlier that day. Ms. Figueroa introduced Walker and Armstrong representative, Randy Ottaway.

Mr. Ottaway gave a brief presentation on the summary of audit results. He reported a "clean" unmodified opinion on the Financial Statements, meaning no changes were made by the firm. He called out a decrease in expenses due to personnel changes, specifically the vacant positions of the Executive Director and YMPO Accountant, for part of the year. Mr. Ottaway mentioned no findings were issued on the internal control report in accordance with Government Auditing Standards and the report was in compliance for Major Programs required by the Uniform Guidance for the federal funding.

He reported on two comments which pertained to a delay in employee pay rate implementation, corrected by management, and bank reconciliations not prepared or reviewed in a timely matter. He further explained such issues arose from having essential personnel vacancies and being able to adapt and bring things back up to speed. In summary, no findings were reported and the Audit Committee commented that it was a very good audit. On seeing no further questions or comments, the Chairwoman called for a motion to approve the FY 2017 YMPO Audit.

MOTION: Supervisor Pancrazi moved to approve the FY 2017 YMPO Audit, as presented. Deputy Mayor Knight seconded, and the motion was unanimously approved.

6. Presentation on Transportation Projects in the ADOT Southwest District
Paul Patane, ADOT Southwest District Engineer delivered his annual presentation on ADOT projects happening around the county. This item was on the agenda for information and discussion only, with no action anticipated.

7. FY 2018-19 YMPO Unified Planning Work Program (UPWP) & Annual Budget

Mr. Ward presented on the FY 2018-19 UPWP. No changes were reported since it was last presented to the Board on March 29, 2018. He reported a suggestion to possibly change one of the studies to develop early pre-scoping for State Route 95 if the Board decides to make it a priority and implement the change in Amendment #1. Mr. Ward mentioned the new proposed studies for FY 2018-19 are included and the carry-forward balances from this fiscal year to the next weren't fully confirmed. He finalized his presentation by stating this item was on the agenda for information, discussion and possible action to approve the FY 2018-19 YMPO UPWP & Annual Budget.

MOTION: Supervisor Pancrazi moved to approve the FY 2018-19 YMPO UPWP & Annual Budget, as presented. Vice-Mayor Ramos seconded, and the motion was unanimously approved.

8. FY 2018-2041 YMPO Regional Transportation Plan (RTP) Amendment #1

Mr. Ward informed the Board about the Regional Transportation Plan Amendment #1. He mentioned that the Avenue E Extension project had been omitted from the original RTP, in error. The Amendment put it back into the RTP and that a necessary Air Conformity Analysis had been carried out. Mr. Ward mentioned that the Technical Advisory Committee recommended approval of the RTP Amendment to allow the project to move forward. He emphasized the importance of including the roadway in the RTP as Yuma County wishes to receive an environmental clearance based on the recently completed Design Concept Report. This would allow them to start negotiating for Rights of Way

MOTION: ADOT Southwest District Engineer Paul Patane moved to approve FY 2018-2041 Amendment #1 to the RTP and the Air Quality Conformity Analysis. Deputy-Mayor Knight seconded, and the motion was unanimously approved.

9. Possible Change to the Schedule YMPO Executive Board October Meeting

Mr. Ward reported on a possible change to the Executive Board meeting due to a conflict with the Annual Rural Transportation Summit (RTS) in October. Mr. Ward suggested that an option was to defer the October Board meeting one week, to November 1, 2018.

MOTION: Deputy Mayor Knight moved to defer the October 25, 2018, Board meeting to November 1, 2018, remaining at the City of Yuma, Room 190. Vice Mayor Ramos seconded, and the motion was unanimously approved.

10. Status Update on the "In-Kind" Process and Confirmation of FY 2018 YMPO Member Agency Cash Dues.

Mr. Ward presented an update on the "In-Kind" process and informed the board that YMPO does not yet have a detailed procedure/policy in place for calculating each year how much in-kind match is provided and how much cash match is required from member agencies. He reported that he and Crystal Figueroa were scheduled to meet with the City of Yuma Finance Director Pat Wicks to discuss the value of in-kind services currently provided by the City of Yuma to YMPO, later in the day.

Mr. Ward also mentioned that he and Ms. Figueroa had met with Yuma County Finance Director Gill Villegas to discuss the value of in-kind services provided by the County to YMPO. In addition, he mentioned that official invoices for the current fiscal year would be

sent out during the next few weeks. He anticipated invoices being a bit higher than the amounts provided in October but lower than the original estimates sent ten months ago. He mentioned a formal "In-Kind" procedure would be provided during the May Board meeting for review and possible action.

Vice-Mayor Ramos asked Mr. Ward if he knew what the percentage increase would be. Mr. Ward anticipated no more than a five percent increase. This item was on the agenda for information and comment only but would most likely be brought back to the Board the following month for action.

11. Executive Director's Report/Summary of Current Events/Board Member Reports & Comments by Other Participants.
    - A. Staff Reports.
    - B. TAC Minutes.
    - C. Conference Updates.
        - i. ACEC Roads and Streets Conference, Tucson; DeLaurien McKenzie reported on his attendance at the conference.
        - ii. Arizona Transportation Association Conference, Tucson; Melissa Ramos reported on her attendance.
        - iii. Yuma Regional Transportation Conference. Mr. Ward reported receiving feedback from agency needs and wants. He will consolidate all of the reported needs at a later board meeting.
    - D. MPO/COG Director/Planner Meeting.
    - E. Rural Transportation Advocacy Council activities. Four members attended
    - F. Projects - Economic Development and Transportation.
    - G. FY 2018-41 YMPO Long-Range Transportation Plan.

12. Possible Future Agenda Items
    - A. YMPO In-Kind Matching and Annual Dues Policy.
    - B. Annual Transportation Improvement Program.

11. Progress Reports
    - A. March 23 - Public Meeting on Water Conservation, Paul Ward attended.
    - B. March 27 - YMPO Bike Plan discussion with Kimley-Horn, Paul Ward and Charles Gutierrez participated.
    - C. Mar 28-30 - Roads & Streets (Tucson, incl. travel). Charles Gutierrez and De'Laurien McKenzie attended.
    - D. Mar 29 - EB meeting (Yuma County - Aldrich). Paul Ward and Crystal Figueroa attended.
    - E. Mar 30 - A Submitted audit to clearinghouse.
    - F. Apr 2 - YMPO staff meeting, All YMPO Office staff participated.
    - G. Apr 2 - Lunch meeting with Greenlight TE, Paul Ward and Charles Gutierrez participated.
    - H. Apr 4 - Breakfast meeting with Councilmember Watts, Paul Ward attended.
    - I. Apr 4-24 - Charles' Surgery.
    - J. Apr 8-10 - AzTA Transit Conference (Tucson), Melissa Ramos attended.
    - K. Apr 9 - ADOT/YMPO Coordination meeting, Deputy Mayor Knight and Paul Ward attended.

L. Apr 9-11 - ESRI training course, De'Laurien McKenzie attended
M. Apr 10 - COG/MPO Planner's meeting, Paul Ward attended by telecon.
N. Apr 12 - TAC meeting, Paul Ward and Melissa Ramos attended.
O. Apr 16 - OSHA Training (Fred Pryor), Paul Ward and Crystal Figueroa attended.
P. Apr 19 - In-Kind Matching Funds review and discussion with Yuma County Finance Director, Gilberto Villegas, Paul Ward and Crystal Figueroa attended.
Q. Apr 20 - STB meeting (Flagstaff), Deputy Mayor Knight and Paul Ward attended.
R. Apr 23 - RTAC Board meeting, Vice-Mayor Ramos attended and Paul Ward participated by teleconference.
S. Apr 23 - YMPO Bike Study discussion with CivTech, Paul Ward and De'Laurien McKenzie participated.
T. Apr 25 - Administrative Professionals Day, all YMPO staff participated.
U. Apr 26 - YMPO Audit Committee meeting, Paul Ward and Crystal Figueroa attended.

20. Adjournment.
There being no further business to discuss, the meeting was adjourned at 2:51 p.m.

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Minutes prepared by:

Crystal Figueroa, Accountant II/
Executive Assistant, YMPO

Minutes reviewed to form by:

Minutes approved in regular session on
May 31, 2018

Paul D. Ward, Executive Director
Yuma Metropolitan Planning Organization

Mayor Cecilia McCollough, Chairwoman
YMPO Executive Board

Yuma Metropolitan Planning Organization
Income Expenditure (Budget Performance) Report
April 2018

	Apr 18	Jul '17 - Apr 18	Budget	% of Budget
Income				
4000 · ADOT Grant				
4001 · PL	0.00	168,435.99	443,614.00	37.97%
4002 · SPR	0.00	87,382.18	252,569.00	34.6%
4003 · HSIP	0.00	0.00	87,000.00	0.0%
Total 4000 · ADOT Grant	0.00	255,818.17	783,183.00	32.66%
4010 · FTA Grant				
4020 · 5303/5305	0.00	32,886.33	184,520.00	17.82%
4021 · 5304	0.00	0.00	0.00	0.0%
Total 4010 · FTA Grant	0.00	32,886.33	184,520.00	17.82%
4050 · ADEQ Grant	0.00	0.00	10,000.00	0.0%
4055 · 5310 Funds	0.00	42,539.51	90,000.00	47.27%
4200 · YMPO UPWP Dues	0.00	468.72		
4400 · Interest Income	941.40	12,452.07	14,378.00	86.61%
Total Income	941.40	344,935.41	1,082,081.00	31.88%
Expenditures				
5110 · Payroll Expenses				
5111 · Fringe Benefits	1,657.33	17,362.31	24,645.78	70.45%
5112 · Part Time Staff-Salaries	5,867.34	37,443.56	86,331.00	43.37%
5113 · Full Time Staff-Salaries	15,901.68	193,575.84	235,835.00	82.08%
5115 · Health Insurance-ER Portion	3,850.00	32,340.00	37,116.00	87.13%
5116 · ASRS	2,084.80	22,971.90	29,400.87	78.13%
5117 · Workman's Comp Insurance	0.00	1,205.00	1,385.31	86.98%
5118 · FUTA Payroll Expense	35.00	361.61	1,933.00	18.71%
5119 · AZ SUI Expense	0.00	778.60	0.00	100.0%
5120 · Life Insurance	104.00	1,040.00	1,248.00	83.33%
Total 5110 · Payroll Expenses	29,500.15	307,078.82	417,894.96	73.48%
5123 · Consulting Services	0.00	46,600.13	410,216.55	11.36%
5124 · Staff Training/Education	0.00	5,033.80	16,500.00	30.51%
5125 · Audit and Accounting	10,000.00	46,733.00	41,700.00	112.07%
5126 · Payroll Processing Fees	336.10	3,730.06	4,114.00	90.67%
5131 · Data Process, Software, Hardware	0.00	9,926.81	15,000.00	66.18%
5132 · Furniture and Equipment	0.00	3,451.37	4,000.00	86.28%
5140 · Legal	0.00	468.75	6,776.00	6.92%
5150 · IT Support	0.00	182.70	900.00	20.3%
5151 · Building, Contents Insurance	0.00	3,990.74	4,550.00	87.71%
5152 · Equipment Maintenance	0.00	459.87	650.00	70.75%
5153 · Office Supplies	94.60	1,740.35	5,000.00	34.81%
5154 · Postage	0.00	106.39	800.00	13.3%
5155 · Printing	0.00	926.36	1,000.00	92.64%
5157 · Publications, Subscriptions	0.00	205.67	1,500.00	13.71%
5158 · Registration Fees	0.00	3,020.00	5,000.00	60.4%
5159 · Special Meetings	0.00	15.00	4,000.00	0.38%

Yuma Metropolitan Planning Organization
Income Expenditure (Budget Performance) Report
April 2018

	Apr 18	Jul '17 - Apr 18	Budget	% of Budget
5160 · Telecommunications	606.63	6,810.41	11,000.00	61.91%
5162 · Vehicle Insurance	0.00	4,324.74	6,000.00	72.08%
5163 · Vehicle Maint., Repairs, Parts	36.00	2,644.87	3,000.00	88.16%
5164 · YMPO Memberships & Dues	0.00	2,021.71	3,500.00	57.76%
5165 · Finance Charges and Interest	3.50	196.01	500.00	39.2%
5166 · Website Maintenance	68.00	341.99	2,000.00	17.1%
5167 · Miscellenous Consumables	0.00	666.71	0.00	100.0%
5169 · Miscellaneous-Expense	18.05	451.11	0.00	100.0%
5171 · Alarm System	93.00	466.93	497.00	93.95%
5172 · Lease	0.00	18,306.00	33,000.00	55.47%
5173 · Electric Bill	715.00	5,542.00	9,000.00	61.58%
5174 · Grounds Maintence	160.00	1,985.42	2,700.00	73.53%
5175 · Janitorial	300.00	3,150.00	4,500.00	70.0%
5179 · Office Building Repairs				
5181 · Pest Control	96.00	379.00	500.00	75.8%
5179 · Office Building Repairs - Other	0.00	95.49	1,000.00	9.55%
Total 5179 · Office Building Repairs	96.00	474.49	1,500.00	31.63%
5180 · Office Water	0.00	637.89	0.00	100.0%
5182 · Sewer & Water	66.06	880.25	900.00	97.81%
5190 · Travel - Local & Outside County	919.76	7,633.96	10,000.00	76.34%
5191 · Travel- Local Fuel Charges	552.07	2,314.32	4,000.00	57.86%
5630 · T530 Traffic Count Equipment	0.00	3,067.61	3,575.00	85.81%
Total Expense	43,564.92	495,569.24	1,035,273.51	47.87%
Net Ordinary Income	-42,623.52	-150,633.83	46,807.49	-321.82%
Other Income				
9200 · In-Kind Match Expenses	0.00	0.00	158,845.00	0.0%
Net Other Income	0.00	0.00	-6,053.00	0.0%
Net Income	-42,623.52	-150,633.83	40,754.49	-369.61%

The amount for YMPO dues is pending further action
Unexpected unemployment, will budget for in the future.
These expenses covered by Local funds, which are not programed in the budget

10000 - Wells Fargo - YMPO General Account	$25,782.36
10009 - Wells Fargo - YMPO Payroll Account	$35,830.74
10100 - Yuma County Treasurer - YMPO Account	$1,471,628.95
	$1,599,816.03

YMPO INFORMATION SUMMARY for Agenda Item #5
Resolution For a BUILD Grant Application for City of Yuma/YCIPTA.

DATE: May 21, 2018.

SUBJECT: Resolution in Support of a BUILD Grant Application for the City of Yuma and YCIPTA.

SUMMARY:
During the September 2017, Executive Board meeting, the Board adopted a Resolution in support of a Transportation Investment Generating Economic Recovery (TIGER) Grant for the development of the YMPO region's first Multi-Modal Transportation Center, located at the Hotel Del Sol in downtown Yuma. Unfortunately, the application was not successful. The TIGER Grant funding category has now been replaced by the Better Utilizing Investments to Leverage Development (BUILD) Grant and the City of Yuma and the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) have requested additional support for a similar application for a BUILD Grant for the same project.

The Center is part of an ambitious economic revitalization plan for the region, where the unemployment rate is extremely high. The new Center will strengthen the mobility and safety of citizens, consolidate several modes of transportation at one location, transform the heart of the City, and most of all, support the movement of citizens to and from school and work as they pursue opportunities to improve their quality of life. Businesses located in downtown Yuma will directly benefit as citizens and tourists are provided with more robust transportation alternatives.

The Center will include, at a minimum, bus bays for Greyhound and Yuma County Area Transit vehicles, a renovated pedestrian pathway to the Amtrak platform, an indoor passenger waiting area with ticketing kiosks, waiting areas for bus, rail and taxi/shuttle providers, and office space for Yuma County Intergovernmental Public Transportation Authority. The location of the project will also provide efficient access to jobs and services by enhancing transit access to the historic downtown, one of the community's largest job centers with thousands of City, County, and Federal employees working in the area. Other benefits of the project include an expected reduction of congestion and environmental impacts from single vehicle traffic while providing residents with alternative methods of transportation to augment the automobile.

The total project cost of the Center is estimated to be $18.51 million. Of this total, the City is prepared to contribute an estimated $3.88 million; providing a non-federal match of 20 percent of the total project cost. The investment will promote transportation change, help create opportunities for citizens to advance their lives educationally, professionally, and economically, support job creation, enhance job transportation opportunities for low-income citizens, and stimulate the economic development of one of the nation's most economically distressed areas.

A Letter of Support and a Draft Resolution are attached for review, comment and possible action as outlined below.

PUBLIC INPUT:
There have been no public comments on this process, to date.

TECHNICAL & POLICY IMPLICATIONS:
TECHNICAL: A letter of support is usually viewed as a statement from the technical planners within a Metropolitan Planning Organization (MPO) that the project meets the criteria set for it in the Federal Notification of Funding Opportunity. A Resolution is an acknowledgement that the project receives wide political support for the project from the municipal agencies that form the MPO.

POLICY: Adopting a resolution similar to the attached document is the highest possible supporting mechanism that YMPO can provide as an agency.

ACTION NEEDED:
This item is on the agenda for information, discussion, and possible action to either approve the sending of a letter of support and/or to adopt a Resolution supporting the request.

PRIOR BOARD/COMMITEE ACTIONS:
At their meeting at the City of Somerton, New City Hall, on September 28, 2017, the Board adopted a Resolution supporting a TIGER Grant for the same project.

MEMBERS ATTENDING:

Gary Knight, Yuma, Chairman
Cecilia McCollough, Wellton, Vice Chair
Jose Yepez, Somerton, Treasurer
Maria Ramos, San Luis, Member
Paul Patane, ADOT, Member
Lynne Pancrazi, Yuma Co., Member
^ William “Bill” Craft, Yuma, Member
J. Deal Begay, Jr., Cocopah Tribe, Member
^ Jacob Miller, Yuma, Member
^ Martin Porchas, Yuma Co., Member

^ Those members not present but represented by proxy.

CONTACT PERSON:

Paul Ward, Executive Director, 928-783-8911

Yuma Metropolitan Planning Organization

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Yuma
San Luis
Cocopah
Wellton
Somerton
Yuma County
ADOT
Y M P O

Local Governments and Citizens Working Together

YUMA METROPOLITAN PLANNING ORGANIZATION RESOLUTION NO. 143

A RESOLUTION OF THE YMPO EXECUTIVE BOARD SUPPORTING THE BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) APPLICATION BEING SUBMITTED BY THE CITY OF YUMA

Whereas: The Yuma Metropolitan Planning Organization (YMPO) has the responsibility for conducting the area-wide continuing, comprehensive, and cooperative transportation system planning program and must maintain the regional transportation system plan and short-range transportation improvement program on a current basis pursuant to Section 134 of Title 23, and the *Urban Mass Transportation Act of 1964*, as amended (most recently) by the *Fixing America's Surface Transportation (FAST)* Act of 2015; and

Whereas: On May 26, 1994 the YMPO adopted a system of Regionally Significant Routes to assist in the definition of Regionally Significant Projects; and

Whereas: The joint Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) Metropolitan Transportation Planning regulations, call for production of a Transportation Improvement Program (TIP), including an Annual (or Biennial) Element; and

Whereas: The YMPO's TIP is a central program management tool for structuring metropolitan transportation programs and reflects the integrated nature of the regional transportation system; and

Whereas: The YMPO reviews the roadway, transit, and bicycle/pedestrian improvement programs prepared by the member agencies for correlation, and advises the member jurisdictions concerned of any conflicts, and prepares, as a coordinated composite of local programs, a TIP for the Yuma region; and

Whereas: The YMPO's Technical Advisory Committee and Executive Board, consisting of local and state officials, are involved in a process to annually coordinate the preparation of the regional TIP; and

Whereas: The YMPO, the State's Governor's designee, FHWA and FTA, in cooperation with the Environmental Protection Agency (EPA), have approved the 2018 Air Quality Conformity Analysis, the FY 2018-2041 YMPO Regional Transportation Plan, the FY 2018-2022 YMPO TIP, and the 2010 PM-10 Nonattainment Area State Implementation Plan (SIP); and

Whereas: The project supported in this BUILD Application, is consistent with the TIP, approved June 29, 2017 and the Transportation Policy Framework of goals, objectives, and policies, also approved on June 29, 2017; and

Whereas: The YMPO HEREBY CERTIFIES that the metropolitan transportation planning process is being carried on in conformance with all applicable requirements of 23 U.S.C. 134, and as amended by the FAST Act of 2015; and the 1990 Clean Air Act Amendments; and

Whereas: The YMPO FURTHER CERTIFIES that the Metropolitan Transportation Planning Program is being performed to satisfy the following federal regulations:

1. Statewide/Metropolitan Planning (Final Rule); and
2. Air Quality Conformity (Final Rule); and
3. Management, and Monitoring System (Final Rule).

NOW, THEREFORE, BE IT RESOLVED that the Yuma Metropolitan Planning Organization does HEREBY SUPPORT the City of Yuma BUILD Grant Application for the Regional Multimodal Transportation Center in downtown Yuma, Arizona.

ADOPTED AND SIGNED this 31st day of May, 2018.

Cecilia McCollough, Chairwoman
Yuma Metropolitan Planning Organization
Mayor, Town of Wellton

Attest:

Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization

Yuma Metropolitan Planning Organization

502 S. Orange Ave.
Yuma, Arizona 85364
www.ympo.org

Phone: (928) 783-8911
Fax: (928) 329-1674

Yuma
San Luis
Cocopah
Wellton
Somerton
Yuma County
ADOT
Y M P O

Local Governments and Citizens Working Together

May 8, 2018

The Honorable Elaine L. Chao, Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Chao:

I am the Executive Director of the Yuma Metropolitan Planning Organization (YMPO) and, therefore, a leading regional partner in transportation planning for the Yuma Urbanized area and the Yuma County planning area. As such, I am writing in support of an application by the City of Yuma, Arizona (the City) for an estimated $11,975,691 Better Utilizing Investments to Leverage Development (BUILD) Transportation Grant to help support the development of a Multi-Modal Transportation Center (Center) in downtown Yuma.

The Center is part of an ambitious economic revitalization plan for the region, where the unemployment rate is extremely high. The new Center will strengthen the mobility and safety of citizens, consolidate several modes of transportation at one location, transform the heart of the City, and most of all, support the movement of citizens to and from school and work as they pursue opportunities to improve their quality of life. Businesses located in downtown Yuma will directly benefit as citizens and tourists are provided with more robust transportation alternatives.

The Center will include, at a minimum, bus bays for Greyhound and Yuma County Area Transit vehicles, a renovated pedestrian pathway to the Amtrak platform, an indoor passenger waiting area with ticketing kiosks, waiting areas for bus, rail and taxi/shuttle providers, and office space for Yuma County Intergovernmental Public Transportation Authority. The location of the project will also provide efficient access to jobs and services by enhancing transit access to the historic downtown, one of the community's largest job centers with thousands of City, County, and Federal employees working in the area. Other benefits of the project include an expected reduction in congestion and of environmental impacts from single occupancy vehicle traffic, while providing residents with alternative methods of transportation to augment the automobile.

The total project cost of the Center is estimated to be $18.51 million. Of this total, the City is prepared to contribute an estimated $3.88 million; providing a non-federal match of 20 percent of the total project cost. The investment will promote transportation change, help create opportunities for citizens to advance their lives educationally, professionally, and economically, support job creation, enhance job transportation opportunities for low-income citizens, and stimulate the economic development of one of the nation's most economically distressed areas.

I express my strong support for the Center project as we work to advance and improve the quality of life within the Yuma region. These efforts would not be made possible without the partnerships forged within the City and County of Yuma. These agencies support and share our vision of being a more livable and sustainable community, providing insight and expertise to augment the resources and enthusiasm of our citizens. I would greatly appreciate your careful consideration of this grant application by the City of Yuma.

Yours Sincerely,

Paul D. Ward, P.E., Executive Director
Yuma Metropolitan Planning Organization

YMPO INFORMATION SUMMARY for Agenda Item #6
TIP Federal Funding Reimbursement

DATE: May 21, 2018.

SUBJECT: Loaning a TIP Federal Funding Reimbursement to ADOT.

SUMMARY:
YMPO receives $1,080,229 in STBG (Formerly STP) Apportionments discretionary funds each year for programming on TIP projects. Projects may use these federal funds for ALL phases in the project cycle, pre-design (scoping), design, acquiring rights of-way, utilities and construction. They tend to be mainly used for the design and construction phases of projects. However, once a project has been constructed, it sometimes takes several years for the project to finalize. This is primarily due to a close out documentary process, warranty periods on some items, and lawsuits on others.

Nevertheless, when projects close out, they often release federal funds back to the region that initiated the project. Depending on when these funds are released, this can cause problems with utilizing these released funds. Generally, if they are released early in the fiscal annual cycle, they can be allocated to advance future year projects, or can be used to allocate new funds for projects which have run over budget.

When they are released later in the fiscal year, ADOT usually offers to “borrow” the funds and uses them on ADOT projects in the current fiscal year. However, ADOT then “carries forward” the funds into the next fiscal year and returns them back to the MPO at the beginning of the fiscal year.

PUBLIC INPUT:
No public comments were made for this process

TECHNICAL & POLICY IMPLICATIONS:
TECHNICAL: If more time is available, member agencies have more options for using the funds available. However, due to the short time-frame involved, “loaning” these recently released funds to ADOT is the only realistic option. The YMPO TAC normally decides if the funds can be used on a project that is in need of extra funds, but in this case it is too late in the Fiscal Year to Program these funds.

POLICY: There are no policy implications in this request.

ACTION NEEDED:
This item is on the agenda for information, discussion, and action to approve the Loan of YMPO Obligation Authority and Funds to ADOT for return in FY 2019.

PRIOR BOARD/COMMITEE ACTIONS:
Last time we "loaned" federal funds to ADOT was:

MEMBERS ATTENDING:

Gary Knight, Yuma, Chairman
Cecilia McCollough, Wellton, Vice Chair
* Jose Yepez, Somerton, Treasurer
Maria Ramos, San Luis, Member
Paul Patane, ADOT, Member
Lynne Pancrazi, Yuma Co., Member
William "Bill" Craft, Yuma, Member
J. Deal Begay, Jr., Cocopah Tribe, Member
^ Jacob Miller, Yuma, Member
Martin Porchas, Yuma Co., Member

* Those members neither present nor represented by proxy.
^ Those members not present but represented by proxy.

CONTACT PERSON:
Paul Ward, Executive Director, 928-783-8911

YMPO INFORMATION SUMMARY for Agenda Item #7
FY 2018-2022 YMPO TIP Amendment #4

DATE: May 21, 2018.

SUBJECT: FY 2018-2022 YMPO Transportation Improvement Program (TIP) Amendment #4.

SUMMARY:
The City of San Luis has a Highway Safety Improvement Program (HSIP) federally funded project programmed in the current year of the TIP and the original intent is to complete the project as a "design build" type of project. ADOT has requested the City to split the project into two phases, for design and construction, and that both of these phases should be listed as separate projects in the current TIP. The project changes being proposed are shown in the attached Table One. The amount needed is slightly reduced, but ADOT has through the loan process as mentioned in an earlier agenda item to return the difference in the funds to the YMPO account following the adjustment. There is no effect on the air quality conformity analysis and no change in fiscal years. A TIP Amendment/Administrative Adjustment is needed to accomplish this splitting of the original project.

PUBLIC INPUT:
No public comments were made for this process.

TECHNICAL & POLICY IMPLICATIONS:
TECHNICAL: The request is, officially, an Administrative Adjustment, but we follow almost all of the steps needed for a TIP Amendment. This normally would go in front of the YMPO TAC, but there needed to be an amendment to correctly process this project for construction.

POLICY: There are no policy implications regarding this particular request.

ACTION NEEDED:
This item is on the agenda for information, discussion and possible approval of the FY 2018-2022 YMPO TIP Amendment #4 for submittal to ADOT for approval by the Governor's designee and an eventual amendment to/adjustment of the ADOT STIP.

PRIOR BOARD/COMMITEE ACTIONS:

The TIP was originally approved during the June 29, 2017, Executive Board meeting and was amended in September and December 2017, and most recently in February 2018. The Technical Advisory Committee were consulted prior to each action by the Board and matching recommendations for approval were made by them during the same months. All TAC recommendations and Board approvals were unanimous. Details of attendance and voting during those meetings can be provided, upon request.

CONTACT PERSON:

Charles Gutierrez, Senior Planning/Mobility Manager, 928-783-8911

Table One - Proposed Amendment #4 to the FY 2018-2022 YMPO TIP

The following project in the FY 2018-2022 YMPO TIP will be deleted:

Agency: City of San Luis

TIP #	Project	Description	Fund Type	Local $	Federal $	Total $
SL-18-01C	Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E)	Design and Construct Safety Improvements	HSIP	$0	$320,910	$320,910

And will be replaced by the following two projects:

Agency: City of San Luis

TIP #	Project	Description	Fund Type	Local $	Federal $	Total $
SL-18-01D	Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E)	Design Safety Improvements	HSIP	$0	$95,000	$95,000
SL-18-01CR	Juan Sanchez Blvd: 10th Ave to SR 195 (Ave E)	Construct Safety Improvements	HSIP	$0	$223,374	$223,374

YMPO INFORMATION SUMMARY for Agenda Item #8
UPWP Matching Funds Policy and Procedure

DATE: May 21, 2018.

SUBJECT: Matching Funds in the Unified Planning Work Program.

SUMMARY: YMPO develops a Unified Planning Work Program and Annual Budget (UPWP/B) each year. The UPWP/B is largely federally funded, the federal funds often have different match rates and member agencies are responsible for providing the appropriate local funds to match the federal funds. These local matching funds can be in the form of In-Kind Services or Cash.

YMPO member agencies have reviewed and discussed this item twice in the previous year and YMPO has recently sent out revised requests for payment of the member agency dues for the current fiscal year. The most recent requests are primarily based on procedures used in prior years and the new procedure will guide the funds needed for next fiscal year and onwards.

"In-Kind" contributions come from member agency staff, materials, and services. They must be tracked and quantified by work element and by task. The UPWP must identify the anticipated in-kind contributions, including narrative descriptions of the services provided and the organizations that provide the in-kind services. To date, the tracking of in-kind contributions has not been as detailed as it could be (or should be) and has not been taken to the extent that it should be. The new procedure offers further suggestions as to how the region can increase the amount of in-kind contributions and how they should be tracked.

As it is impossible to predict how many member agency staff members will attend meetings, the precise amount of in-kind contributions are always used in arrears. So, for the FY 2019 UPWP, we use what the in-kind contribution records have been for FY 2018.

The process is summarized as follows:

(1) Compare the current UPWP to the future program;
(2) Estimate the brought forward amounts from the previous year;
(3) Estimate the "new" funds that are expected to be made available;
(4) Distinguish between the "old" and "new" funds;
(5) Estimate the cash matching funds charged to members, for the OLD funds;
(6) Add both old funds and new funds are added together;
(7) Calculate the total matching funds on the combined Old and New funds;
(8) Deduct the total amount of In-kind funds from last year;
(9) Deduct the total amount of Cash from the deferred funds as in step (5);
(10) This results in the Cash matching funds for the new year.
(11) The Cash total is split between member agencies based on the most recent population estimates available from the State Office of Economic Opportunity;
(12) Estimates are sent to member agencies for budget preparation.

Steps (1) through (11) usually occur during the January through March. costs. By October of each year, the UPWP fiscal year has closed out, all the requests for reimbursement have been submitted; the precise amounts of new federal funds allocations are known, and the latest State population estimates are available. At this point a UPWP Amendment often occurs, to reflect the new funds and the status of carry forward funds. Final revisions are made, and new invoices are sent to member agencies.

PUBLIC INPUT:
No public comments were made for this process.

TECHNICAL & POLICY IMPLICATIONS:
TECHNICAL: There is no direct procedure available in YMPO Guidelines, Policies and/or Procedures. Ippon approval, this will be included in the YMPO P&P.

POLICY: There are no policy implications regarding this particular request.

ACTION NEEDED:
This item is on the agenda for information, discussion, and possible action to approve a procedure for deciding how to forecast in-kind local matching funds and to estimate and calculate the cash matching funds (local dues) needed to match the federal funds included in the YMPO UPWP each year.

PRIOR BOARD/COMMITEE ACTIONS:
The TIP was originally approved during the June 29, 2017, Executive Board meeting and was amended in September and December, 2017, and most recently in February, 2018. The Technical Advisory Committee were consulted prior to each action by the Board and matching recommendations for approval were made by them during the same months. All TAC recommendations and Board approvals were unanimous. Details of attendance and voting during those meetings can be provided, upon request.

CONTACT PERSON:
Paul Ward, Executive Director, 928-783-8911

Yuma San Luis Cocopah Wellton Somerton Yuma County ADOT

YMPO

Local Governments & Citizens Working Together

EXECUTIVE BOARD
REGULAR MEETING MINUTES

Executive Board
Regular Meeting
Thursday, May 31, 2018
1:33 p.m.

Cocopah Resort and Conference Center
15268 South Avenue B
Somerton, Arizona 85364

1. Call to Order and the Pledge of Allegiance.
YMPO Chairwoman Cecilia McCollough called the Executive Board (the Board) meeting of the Yuma Metropolitan Planning Organization (YMPO) to order at 1:33 p.m. She called on the Mayor of the City of Somerton, Jose Yepez, to lead the Pledge of Allegiance.

2. Roll Call Attendance.
The YMPO Executive Assistant/Accountant II, Crystal Figueroa, called the roll as follows:

YMPO Executive Board Members Present:

Chairwoman	Cecilia McCollough, Mayor, Town of Wellton
Vice Chair	Jose Yepez, Mayor, City of Somerton
Member	Maria Ramos, Vice-Mayor, City of San Luis (by telephone)
Member	Paul Patane, ADOT SW District Engineer
Member	Lynne Pancrazi, Board of Supervisors, Yuma County
Member	Karen Watts, Councilmember, City of Yuma

YMPO Executive Board Members Absent:

Member	Jacob Miller, Councilmember, City of Yuma
Secretary/Treasurer	J. Deal Begay, Jr., Vice-Chairman, Cocopah Indian Tribe
Member	Gary Knight, Deputy Mayor, City of Yuma
Member	Martin Porchas, Board of Supervisors, Yuma County

As members from six, of the seven, constituent member agencies were present, the quorum requirement was met.

YMPO Staff Present:

Executive Director	Paul Ward
Senior Planner	Charles Gutierrez
Accountant II	Crystal Figueroa

Additional Attendees:

Susan Thorpe	Yuma County
Blake Herzog	Yuma Sun

Declaration of Votes.
Councilmember Karren Watts submitted to Mr. Paul Ward, YMPO Executive Director, proxy letters from Councilmember Jacob Miller and Deputy Gary Knight, she declared her proxy vote for a total of five votes for the City of Yuma.

3. Call to the Public
No public members addressed the Board.

4. Consent Agenda
   A. Approval of April 26, 2018, Board Meeting Minutes.
   B. YMPO Income and Expenditure Report for April 2018.

MOTION: Vice Chair Yepez moved to approve the consent agenda, as presented. Supervisor Pancrazi seconded, and the consent agenda was unanimously approved.

5. Resolution in Support of a BUILD Grant Application for the City of Yuma and YCIPTA.
YMPO Executive Director Paul Ward presented on the Better Utilizing Investments to Leverage Development (BUILD) Grant, replacing the TIGER Grant. He reminded members that YMPO had originally adopted a Resolution in support of a TIGER Grant application for the development of the YMPO region's first Multi-Modal Transportation Center during the September 2017 Board meeting. He mentioned that the City of Yuma and the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) have requested additional support for the similar application for a BUILD Grant for the same project in the form of a letter of support and a draft resolution.

Paul Patane, the ADOT Southwest District Engineer, asked if there were any other local governments within the YMPO region applying for the same funding. Mr. Ward mentioned that the City of San Luis may apply for funding improvements in their City. San Luis Vice-Mayor Maria Ramos confirmed that the City of San Luis were looking to apply for improvements to Juan Sanchez Blvd. Mr. Patane, then asked if the City of Yuma and the City of San Luis would then be competing against each other for the same grant. Mr. Ward affirmed it would be a competitive situation within the region in this case if San Luis decided to apply for the BUILD Grant. He continued to explain that the request for the support letter came from the City of Yuma and YCIPTA for their application and it wouldn't be a question of money coming to the region and then dividing it.

The Chairwoman asked if there was a negative in promoting a letter of support for both. Mr. Ward mentioned he did not foresee a problem with supporting both applications equally if they are valid and carry the support of the public. At that point, Vice-Chair Jose Yepez recommended that the City of San Luis should submit their request for a letter of support to the YMPO Board. The Chairwoman asked for a motion approving a letter of support and adopting a Resolution supporting the City of Yuma and YCIPTA's request.

MOTION: Supervisor Pancrazi moved to approve the request for a BUILD letter of support and Resolution as requested. Councilmember Karen Watts seconded. The motion was unanimously approved, with Mr. Patane not voting.

6. TIP Federal Funding Reimbursement

Mr. Ward informed the Board that ADOT returned $194,712.01 of Federal Funds back to the region. Since funds were released late in the fiscal year, ADOT has agreed to borrow the funds so the region doesn't 'lose' them and they will be returned by ADOT in the next fiscal year.

MOTION: Vice-Chair Yepez moved to approve the Loan of YMPO Obligation Authority and Funds to ADOT with their return in FY 2019. Vice Mayor Ramos seconded and the motion was unanimously passed.

7. FY 2018-2022 YMPO Transportation Improvement Program (TIP) Amendment #4

Mr. Ward presented on the FY 2018-22 YMPO Transportation Improvement Program (TIP) Amendment#4. He mentioned that currently, the City of San Luis has a Highway Safety Improvement Program (HSIP) federally funded project programmed in the current year of the TIP. The original intent was to complete the project as a "design-build" type of project but ADOT had suggested that the project should be moved forward in two separate phases, design and then construction. A TIP Amendment/Administrative Adjustment is needed to accomplish the splitting of the original project.

MOTION: Councilmember Ramos moved to approve Amendment #4 to the FY 2018-2022 YMPO TIP for submittal to ADOT. Councilmember Watts seconded, and the motion was unanimously approved.

8. Matching Funds in the Unified Planning Work Program

Mr. Ward presented to the Board with a formal procedure for deciding how to forecast In-Kind and Cash Matching Funds. He reminded members that he had made a similar presentation in the past, outlining the federal funds and the matching funds being split between "In-Kind" and "Cash" matching funds. The only slight difference was to emphasize that, in this process, the deduction of all the agencies' combined "In-Kind" matching funds from the total amount would occur BEFORE dividing the "Cash" matching funds between member agencies on a population basis. These "Cash" matching funds would form the annual dues for each member agency.

MOTION: Supervisor Pancrazi moved to approve the calculation of matching funds as explained during the presentation. Vice Mayor Ramos seconded, and the motion was unanimously approved.

9. Executive Director's Report/Summary of Current Events/Board Member Reports & Comments by Other Participants.

A. Staff Reports.
B. TAC Minutes.
C. Conference Updates.
D. MPO/COG Director/Planner Meeting.
E. Rural Transportation Advocacy Council activities. Kevin Adams presented update.
F. Projects - Economic Development and Transportation.
G. FY 2018-41 YMPO Long-Range Transportation Plan.

10. Possible Future Agenda Items
    A. New FY 2019-2023 YMPO Transportation Improvement Program (TIP)
    B. Possible exchange of YMPO STBG funds with MAG CMAQ funds.
    C. Regional Transportation Conference – future process.

11. Progress Reports
    A. Apr 23 - YMPO Bike Study discussion with CivTech, Paul Ward and De'Laurien McKenzie attended.
    B. Apr 26 - YMPO Audit Committee meeting, Paul Ward and Crystal Figueroa attended.
    C. Apr 26 - YMPO Executive Board, Paul Ward, Crystal Figueroa, De'Laurien McKenzie and Melissa Ramos attended.
    D. Apr 30 - Discussion of future Studies with Stanley Consultants, Paul Ward and De'Laurien McKenzie attended.
    E. May 1 - Two Dust Control Working Groups held by ADEQ, Paul Ward attended.
    F. May 2 - Statewide ITS Architecture Workshop #1, Paul Ward and De'Laurien McKenzie participated by teleconference.
    G. May 7 - FTA 5310 Funds Application Panel Review of Projects, Charles Gutierrez provided input for the YMPO region.
    H. May 10 – YMPO TAC, Paul Ward, De'Laurien McKenzie, Melissa Ramos attended
    I. May 14 – Charles Gutierrez returns back to YMPO from Medical Leave
    J. May 14 – Southwest ADOT Coordination Meeting, Paul Ward and Charles Gutierrez attended
    K. May 14 – Review ADOT Contract, Paul Ward, Charles Gutierrez, Crystal Figueroa participated
    L. May 16 – OSHA Meeting/Training, Robert Aguilar attended
    M. May 16 – City of San Luis POE I & II Meeting, Paul Ward attended
    N. May 16 – City of San Luis Council Meeting, Paul Ward attended
    O. May 17 – Wilson & Co. & Y2K Engineering Briefing, Paul Ward, Charles Gutierrez, De'Laurien McKenzie attended
    P. May 18 – AZ State Transportation Board Meeting, Paul Ward attended
    Q. May 18 – Arizona State Retirement System meeting, Paul Ward attended
    R. May 23 – ADOT Bike/Ped Webinar, De'Laurien participated
    S. May 24 – Michael Baker International Bike/Ped Study discussion, Charles Gutierrez, participated

20. Adjournment.
    There being no further business to discuss, the meeting was adjourned at 2:41 p.m.

Notice: In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, YMPO does not discriminate on the basis of disability, in the admission of, or access to, or treatment or 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 YMPO programs, activities, or services, contact Paul Ward at 928-783-8911.

Preparation and Approval of Minutes:

Minutes prepared by:

Crystal Figueroa, Accountant II/
Executive Assistant, YMPO

Minutes approved in regular session on
July 26, 2018

Minutes reviewed to form by:

Paul D. Ward, Executive Director
Yuma Metropolitan Planning Organization

Mayor Cecilia McCollough, Chairwoman
YMPO Executive Board

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. M.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement with Arizona Interagency Farmworkers Coalition, Inc for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Arizona Interagency Farmworkers Coalition, Inc. (AIFC) is a non-profit organization whose primary focus is to increase awareness and coordinate efforts for migrant and seasonal agricultural workers in the state of Arizona. Each year, AIFC awards scholarships to students from migrant families. The Agreement requires that the city's funds would go no more than $150.00 to promote the scholarship in San Luis and the rest for scholarships to San Luis residents seeking post-secondary education. This year 5 (five) students from San Luis are eligible for $6,200.00 in scholarship funds.

Amount: At the June 2, 2021, San Luis City Council Work Session, City Council directed staff to budget **$5,000.00** for Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH THE ARIZONA INTERAGENCY FARMWORKERS COALITION, INC., IN THE AMOUNT OF $5,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022. The contract is effective July 1, 2021.

Attachments

AGREEMENT

This agreement ("Agreement") is made this _____ day of June 2021 and is effective July 1, 2021. This Agreement is between:

Arizona Interagency Farmworkers Coalition, Inc. 5201 North Nisbet Road Scottsdale, Arizona 85254 A domestic nonprofit corporation, organized under the laws of Arizona ("AIFC")	The City of San Luis City Hall 1090 East Union Street (Physical Address) San Luis, Arizona P.O. Box 1170(Mailing Address) San Luis, Arizona 85349 A municipal corporation, Organized under the laws of Arizona ("City")

The AIFC and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION ONE.
DUTIES OF AIFC

- AIFC shall promote the post-secondary scholarships available through AIFC to San Luis, Arizona residents who are students.

- AIFC shall award funds provided by the City solely to students who are San Luis residents and only for scholarship money to be used for post-secondary education. The funds shall be awarded no later than June 30, 2022.

- AIFC shall use no more than $150.00 of the $5,000.00 to promote the scholarship fund to students who are San Luis residents.

SECTION TWO.
BOOKS AND RECORDS

AIFC shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. AIFC shall prepare a report and submit it to the City's Public Information Officer by July 31, 2022, showing an accounting of the City's Sponsorship and providing copies of receipts.

By July 31, 2022, AIFC shall prepare a presentation for the City Council of how the City's funds were spent, obtaining any necessary consents from scholarship recipients. Outlines, documents, photographs, or video produced for the presentation shall be submitted to the City's Public Information Officer.

SECTION THREE.
DUTIES OF City

City shall pay $5,000.00 to AIFC solely for the purposes described in SECTION ONE above.

SECTION FOUR.
TERMINATION ON DEFAULT

If AIFC violates any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to AIFC.

SECTION FIVE.
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 using prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by a process server or
- sent by a nationally recognized courier (for example, Federal Express, U.P.S.)

and addressed to the respective Parties at the addresses in the opening paragraph of this Agreement, 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. For the City, a notice under this Agreement shall be to the attention of the City Manager and a copy to the City Attorney.

SECTION SIX.
COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by AIFC under this Agreement shall be performed in full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated under such laws, including but not limited to the cancelation provisions for conflict of interest of A.R.S. § 38-511.

SECTION ELEVEN.
MISCELLANEOUS PROVISIONS

A. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof. 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. No waiver and no modification shall be effective unless it is in writing signed by the Parties and then only to the extent expressly set forth in such writing.
B. Amendment of the Agreement. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.
C. Severability. If any provision of the Agreement is declared void or unenforceable by a court of competent jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement shall not be affected by that invalidity or unenforceability. Each provision of this Agreement shall be valid and shall be enforced to the extent permitted by the law.
D. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.

E. Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.

F. Attorneys' Fees and Costs. Any action commenced in connection with this Agreement (including court action or arbitration) the Party prevailing in any such action, or other proceeding shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the other Party. If any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

G. No Assignment. The AIFC shall not assign the obligations arising under this Agreement to any person or entity without the City's consent.

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

I. No Agency Created. The Parties do not intend to create, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

J. Personal Liability. The elected officials, officers, directors, managers, agents or employees of the City shall not have any personal liability under this Agreement.

K. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

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

M. 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.

N. Force Majeure. If the AIFC or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the Party's control whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes (over which the affected Party has no control), sabotage, riots, civil commotion, acts of civil or military authority, wars, epidemics or pandemics, orders and measures of governmental authorities in response to the epidemic or pandemic, or material changes in applicable business laws or regulations.

O. 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 this Agreement.

P. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

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

[Intentionally left blank, signature page follows.]

The Parties have executed this Agreement in Yuma County, Arizona, the day and year first set forth above, which is the date of the signature of the last Party to sign.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Arizona Interagency Farmworkers Coalition, Inc.

Fernando Quiroz, President

Date: _____

March 17, 2021

Dear City of San Luis,

In Arizona, there are tens of thousands of migrant and seasonal agricultural workers that make it possible for everyone to have fresh fruits and vegetables on their tables every day.

The Arizona Interagency Farmworkers Coalition, Inc. (AIFC) is a non-profit organization whose primary focus is to increase awareness and coordinate efforts around available resources and programs for migrant and seasonal agricultural workers in the state of Arizona. Our working Board of Directors includes representatives from such diverse areas as Education, Health, Labor, and other community based organizations.

AIFC's main activity is our annual educational conference and scholarship award ceremony. Each year, AIFC awards between five and 20 scholarships ranging in amounts from $500 to $3,000, to students from families that earn a living as migrant or seasonal agricultural workers. The AIFC conference is the only one of its kind in Arizona that provides opportunities to build collaborative relationships across agencies and disciplines to provide the most relevant, useful, and updated information for those that work with the people that put food on all of our tables.

We hope you will consider a donation to AIFC. All scholarship donations and proceeds from items auctioned at our live and silent auctions go directly to supporting awardees' post-secondary academic pursuits. **You have graciously donated in the past and we hope to continue the tradition.**

If you have questions or would like any additional information about AIFC, the scholarship program, or the conference, please contact either Fernando Quiroz at 928-287-4125 or Lisa Nieri at 602-312-5016.

The 2021 AIFC Board Members thank you for considering an investment in our next generation by supporting post-secondary education for students of agricultural worker families.

Sincerely,

Fernando Quiroz, President
Maria Silva, Vice-President
Lisa Nieri, Treasurer
Maria V. Chavez
Rosa Varela
John Arnold
Iris Castaneda
Miguel Ramos
Karina Salcedo
Ernesto Lugo
Miguel A. Garcia

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. N.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of an agreement with the nonprofit corporation, Comité de Bien Estar, Incorporated for the Off-Road Expo event in San Luis, Arizona for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Every year, the Off-Road Expo is a well-attended successful event. In addition, the publicity for the event promotes the city, including the city's logo. This year the contracting party is the non-profit corporation Comité de Bien Estar, Incorporated. However, the organizers are the same people.

This year the event is scheduled for October 2021 in Joe Orduño Park. However, the contract allows scheduling until the last day of the fiscal year, June 30, 2022.

Amount: The City Council has directed staff to budget **$10,000.00** for Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AGREEMENT WITH COMITÉ DE BIEN ESTAR, INC., IN THE AMOUNT OF $10,000.00 FOR THE OFF-ROAD EXPO EVENT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	10,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

Contract of $10,000.00 is budgeted for Fiscal Year 2021-2022. The contract is effective July 1, 2021.

Attachments

Contract Off-Road Expo

AGREEMENT

This agreement ("Agreement") made this _____ day of June 2021, and its effective date is July 1, 2021. This Agreement is between Comité De Bienestar, Inc., an Arizona non-profit corporation, 963 East B Street, P.O. Box 7170, San Luis, Arizona 85349) ("Comité") and the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 ("City"). Comité and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION ONE. OFF-ROAD EXPO SAN LUIS EVENT

Under the terms and conditions of this Agreement, the Off-Road Expo San Luis event shall be held in San Luis, Arizona, before June 30, 2022.

If the City, in its sole discretion, determines that in-person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this Agreement, in full, without legal recourse by Comité or liability or obligation to Comité whatsoever.

SECTION TWO. DUTIES OF COMITÉ

Comité shall advertise and promote the Off-Road Expo San Luis event and do or cause to be done all other things necessary or advisable to make the event a success.

Comité shall use all-volunteer labor to perform this Agreement.

SECTION THREE. ADVERTISING OF THE CITY'S NAME

Comité shall cause the City's name to appear prominently in all advertising and publicity in connection with the Off-Road Expo San Luis event.

SECTION FOUR. DUTIES OF THE CITY

A. The City shall pay $10,000.00 to Comité. Payment shall be made out to Comité De Bien Estar for the purpose of the Off-Road Expo San Luis in care of Lizeth Chavez.

B. The City shall make the Joe Orduño Park, 1015 North Main Street, San Luis, Arizona, available for the Off-Road Expo San Luis event.

C. The City staff shall work with Comité to make the Off-Road Expo San Luis event successful, such as promotion on the City's website and its L.E.D. sign, and assistance with set-up and tear down.

D. Otherwise, all expenses in any way pertaining to the Off-Road Expo San Luis event shall be the sole and separate liability of Comité. The City assumes no financial responsibility of any kind or nature relative to the Off-Road Expo San Luis event.

E. City will provide trash containers for the event and traffic control during the event

SECTION FIVE. LIABILITY INSURANCE

Comité shall provide the City with a Certificate of Insurance. Comité shall carry proper liability insurance in an amount and with companies acceptable to the City, naming the City as an additionally insured and fully protecting and indemnifying the City from every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with the Off-Road Expo San Luis, including preparation for the events, the events themselves, and any acts in any way connected with the event.

SECTION SIX. BOOKS AND RECORDS

Comité shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's sponsorship. Such books shall be kept in a place convenient for the City, and the City shall have access to and the right to examine such books at any and all reasonable times. Comité shall prepare a report and submit it to the City, to the City's Public Information Officer, on or before the first business day following forty-five (45) days after the event, showing an accounting of the City's Sponsorship and providing copies of receipts. Also, by that date, Comité shall prepare a presentation for the City Council showing either photographs or video or both of the Off-Road Expo San Luis and submit it to the City's Public Information Officer.

SECTION SEVEN. ASSIGNMENT OF RIGHTS

The rights of each Party under this Agreement are personal to that Party. They may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

SECTION EIGHT. NO WAIVER

The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION NINE. TERMINATION ON DEFAULT

If Comité fails to comply with any of the terms and conditions of this Agreement, the City may terminate this Agreement immediately, in which case the City shall have no further liability or obligation to Comité.

SECTION TEN. GOVERNING LAW

It is agreed this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This Agreement is subject to the cancellation for conflict of interest provisions of A.R.S. Sec. 38-511.

SECTION ELEVEN. 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 TWELVE. MODIFICATION OF AGREEMENT

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

SECTION THIRTEEN. SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the Parties. They shall not be used to explain, modify, simplify, or aid in interpreting the provisions of this Agreement.

SECTION FOURTEEN. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

[Intentionally left blank, signature page follows]

The Parties have executed this Agreement at San Luis, Arizona, the day and year first set forth above, which is the date of the signature of the last Party to sign.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Comité De Bienestar, Inc.

_____
Signature of authorized representative

_____
Print name of authorized representative

_____
Title of authorized representative

Date: _____

PO Box 3763, San Luis, Arizona 85349

May 12, 2021

CITY OF SAN LUIS

Dear Mayor Gerardo Sanchez,

The Off-Road EXPO Organization would like to invite the CITY OF SAN LUIS to participate as a Title Sponsor with a $10,000 contribution for the 2021 Off-Road EXPO event. The event is scheduled for Saturday, October 23, 2021 at the Joe Orduño Park from 5:00 pm to 11:00 pm. This contribution will enable us to bring to the community once more an event that will ultimately highlight the City of San Luis as one of the best community events in Yuma County.

The Off-Road EXPO Committee is administered by a group of volunteers, all motivated by excellent core values and practices. The success of this event depends solely on the support of local businesses and its direct reflection of the generosity of the community of San Luis. The Off-Road Expo is also funded through in-kind contributions that are used to bring the event to the community and consequently have supported other mean full causes such as scholarship funds and cancer awareness.

We truly value your continuous support and look forward to a stronger and successful partnership as we celebrate our ninth year serving the community of San Luis.

Sincerely,

Lizeth Chavez
Off-Road EXPO Administrator
928-941-2599
Lchavez@offroadexposanluis.com

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. O.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Yuma Community Food Bank provides food to low-income persons in the City of San Luis, free of charge.

Amount: The city has entered into an agreement with the Yuma Community Food Bank in the past. The City Council directed staff to budget **$25,000.00** for Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH YUMA COMMUNITY FOOD BANK IN THE AMOUNT OF $25,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$25,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022. The contract is effective July 1, 2021.

Attachments

Contract Food Bank

Letter Food Bank

AGREEMENT

This agreement (the "Agreement") is effective July 1, 2021, and entered into this ____ day of June, 2021 (which is the date of the last Party signed). This Agreement is between the City of San Luis, Arizona, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona (the "City"), and Yuma Community Food Bank, a non-profit corporation organized under the laws of Arizona of 2404 E. 24th Street, Yuma, AZ 85365 (the "Food Bank"). The City and the Food Bank may be referred to singularly as the "Party" and collectively as the "Parties").

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

SECTION ONE. PURPOSE

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

SECTION TWO. DURATION

The term of this Agreement shall start on July 1, 2021, and end on June 30, 2022,

SECTION THREE. OBLIGATION OF THE FOOD BANK

3.1 The Food Bank promises to deliver food to low-income persons within the city limits of the City of San Luis at least twice per month and to do so free to said low-income persons for the duration of this Agreement.

3.2 The Food Bank shall provide to the City of San Luis at the Youth Center food for youth through the Food Bank's Snack Pack Program if feasible.

3.3 Food shall be distributed to all qualified persons regardless of religious faith. Money paid in this Agreement shall not be used to promote religious faith or beliefs.

3.4 Distribution of food shall conform to all federal, state and local legal requirements, including, but not limited to, all rules and regulations of the Yuma County Health Department.

3.5 The Food Bank shall make their financial records available for inspection by the City, or its designee, upon reasonable notice during regular business hours of the City to verify the City's funds are used to benefit the low-income people and youth of the City.

SECTION FOUR. OBLIGATION OF CITY

The City agrees to pay a total of $25,000 (twenty-five thousand dollars) to the Food Bank for the below separate services.

4.1 The City agrees to pay the Food Bank $25,000.00 (twenty-five thousand dollars) for food services to low-income persons in the city limits of the City of San Luis.

SECTION FIVE. LIABILITY INSURANCE AND INDEMNITY

The Food Bank agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless against any losses, claims, demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by the Food Bank. The Food Bank obligations under this paragraph shall survive the expiration or termination of this Agreement.

SECTION SIX. COMPLIANCE WITH THE LAW

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

6.2 Employment Eligibility E-verify. The Food Bank 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. The City retains the legal right to inspect the papers of the Food Bank to ensure that the Food Bank complies with this warranty.

6.3 OSHA. The Food Bank expressly agrees that it shall be solely responsible for supervising its employees; that it shall comply with all rules, regulations, orders, standards and interpretations promulgated under the Occupational Safety and Health Act of 1970 (OSHA) and any occupational safety and health act of Arizona; includes but not limited to training, provision of personal protective equipment; adherence to all appropriate lockout

tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.

SECTION SEVEN. MISCELLANEOUS PROVISIONS

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

If to the City: City Manager
City of San Luis
P.O. Box 1170 (by United States Postal Service)
1090 East Union Street (by personal process or courier)
San Luis, Arizona 85336

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

If to the Food Bank: President/CEO
Yuma Community Food Bank
2404 E. 24TH Street, Suite A
Yuma, Arizona 85365

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

7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Food Bank of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

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

7.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. The Food Bank represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The Food Bank and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

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

7.6 Severability. Every provision of this Agreement is and shall be construed to be a separate and independent covenant. If any provision of this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision of this Agreement shall be valid and will be enforced to the extent permitted by the law. The Parties shall negotiate in good faith for such amendments of this Agreement, which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

7.7 Reformation. Reformation. Should any term, provision, covenant or condition of the Agreement be held to be void or invalid, the Parties shall reform this Agreement to conform as closely as possible to the original intent of this Agreement.

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

7.9 Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action. Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

7.10 Attorney's Fees and Costs. If any Party finds it necessary to bring any action at law or other proceedings, including arbitration, against the other Party to enforce any of the terms, covenants or conditions of this Agreement or for any breach or default, the Party prevailing in any such action or other proceedings shall be paid all reasonable costs and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in this Agreement such fees to be set by the court and not by a jury.

7.11 Assignment. The rights of each Party under this Agreement shall not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

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

7.13 No Agency Created. It is not intended by this Agreement to, and nothing in this Agreement shall create any partnership, joint venture or other similar arrangements between the City and the Food Bank.

7.14 No Personal Liability. No member, official or employee of the City shall be personally liable to the Food Bank, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to the Food Bank or its successor or assign, or (c) under any obligation of the City under this Agreement.

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

7.16 Time is of the essence. Time is of the essence in this Agreement, and the Food Bank agrees to use the utmost diligence to perform this Agreement.

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

7.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or

more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument, so the signature of all Parties may be physically attached to a single document.

7.19 Ratification. Acts taken under this contract, but before its execution, are hereby ratified and confirmed.

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

The Parties have executed this Agreement in Yuma County, Arizona.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma Community Food Bank

Signature

_____
Print Name

Title

Date: _____

YUMA COMMUNITY FOOD BANK
Serving Southwestern Arizona

2404 East 24th Street, Suite A | Yuma, AZ 85365

928. 343.1243 Office 928.726.1679 Fax

***yumafoodbank.org | info@yumafoodbank.org

March 1, 2021

San Luis City Council
City of San Luis
1090 E. Union Street
San Luis, Arizona 85349

Mayor Gerardo Sanchez and San Luis City Council Members,

Greetings from your Yuma Community Food Bank!

2020 was a devastating year that took many hard-working residents to the hospital or home to care for loved ones, and others without jobs due to COVID. As 2021 continues to be a challenge for many residents in Yuma County, including San Luis, it is improving but still has many unable to return to work and in need of food. While government offices remain closed, the Yuma Community Food Bank continued to provide food assistance to residents in San Luis by continuing services in locations that were accessible and could be safely managed by our staff and the help of the National Guard. Using approved mass distribution methods, we were able to distribute over 18 million pounds of food to Yuma County during the COVID and distributed **$511,734** from the Senior Center in San Luis in the past 12 months.

YCFB respectfully requests support in the amount of $25,000 for fiscal year 2021. YCFB has truly appreciated the support and partnership that the City Council has provided to the Food Bank. We look forward to continued collaboration in our fight against hunger in your community.

If you need any additional information or if I may make a presentation to your council, please feel free to contact me: (928) 259-2203 or swhitehead@yumafoodbank.org

Gratefully,

Shara Whitehead

Shara Whitehead
President/CEO

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. P.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the 2022 Annual Blazing Desert ComicCon event in San Luis, Arizona for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Arizona Western College students through the Yuma County Arts and Cultural Group have put on successful Blazing Desert ComicCon events since 2016. We are expecting another successful Blazing Desert ComicCon in 2022. They will use the city logo in their advertising for the event.

Amount: The City Council has directed staff to budget **$5,000.00** for Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH YUMA COUNTY ARTS AND CULTURAL GROUP FOR THE BLAZING DESERT ComicCon IN THE AMOUNT OF $5,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022. The contract is effective July 1, 2021.

Attachments

Contract ComicCon

2021 Letter Comic Con

AGREEMENT

This agreement ("Agreement") made this _____ day of June 2021, and effective July 1, 2021 between Yuma County Arts and Cultural Group, of P.O. Box 4293 San Luis, Arizona 85349, ("Group"), and City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona ("City"). The Group and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION ONE. ANNUAL BLAZING DESERT ComicCon EVENT

Under the terms and conditions of this Agreement, the 2022 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, in March of 2022 or a date before June 30, 2022.

In the event that the City, in its sole discretion, determines that in-person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this Agreement, in full, without legal recourse by Group or liability or obligation to Group whatsoever.

SECTION TWO. DUTIES OF GROUP

Group shall advertise and promote Blazing Desert ComicCon and do or cause to be done all other things necessary or advisable to make the event a success.

SECTION THREE. ADVERTISING OF CITY'S NAME

Group shall cause City's name to appear prominently in all advertising and publicity in connection with Blazing Desert ComicCon.

SECTION FOUR. DUTIES OF CITY

A. City shall pay $5,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.

B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona, available for the 2022 Annual Blazing Desert ComicCon events. It is understood that the event may take place as an outdoor event or a virtual event.

C. City staff shall work with Group to make Blazing Desert ComicCon successful, such as promotion on the City's website and led sign, and assistance with set-up and tear down.

D. Otherwise, all expenses in any way pertaining to Blazing Desert ComicCon shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to Blazing Desert ComicCon.

SECTION FIVE. LIABILITY INSURANCE

Group shall provide City a Certificate of Insurance. Group shall carry proper liability insurance in an amount and with companies acceptable to City, naming City as an additionally insured and fully protecting and indemnifying City from every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with Blazing Desert ComicCon, including preparation for the events, the events themselves, and any acts in any way connected with the events.

SECTION SIX. BOOKS AND RECORDS

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by April 6, 2022, showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION SEVEN. ASSIGNMENT OF RIGHTS

The rights of each Party under this Agreement are personal to that Party. They may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

SECTION EIGHT. NO WAIVER

The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION NINE. TERMINATION ON DEFAULT

If Group fails to comply with any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to Group.

SECTION TEN. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This agreement is subject to the cancellation provisions of A.R.S. Sec. 38-511.

SECTION ELEVEN. 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 TWELVE. MODIFICATION OF AGREEMENT

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

SECTION THIRTEEN. SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the Parties. They shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

SECTION FOURTEEN. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The Parties have executed this Agreement at San Luis, Arizona, the day and year first set forth above (which is the date of the last Party's signature).

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Arts & Cultural Group

Antonio Carrillo, President & CEO

Date:_____

Antonio C Carrillo
P.O. Box 4293
San Luis, Arizona 85349

March 9, 2021

Mayor Mr. Gerardo Sanchez and Council Members
City of San Luis, Arizona
1090 E. Union St.
San Luis, AZ 85349

Dear Mayor Sanchez and Honorable Members of the City of San Luis Council,

In the times of COVID-19, I would like to report that volunteers, organizing members and city staff are diligently working on bringing a 2021 Blazing Desert ComicCon (BDCC) event.

After carefully reviewing data and information form the U.S. Center for Disease Control (CDC) and in consultation with city staff, we have tentatively scheduled the 2021 BDCC event for May 1, 2021 at the Joe Orduño Athletic Complex. The recommendations and advice from city staff have been crucial in the planning of this year's event. As COVID-19 conditions continue to improve, we feel that an open-air event will be the best option for group gatherings.

Upon completion of this year's event, we would like to continue planning for the 2022 BDCC event and would like to request your financial assistance for next year's event in the amount of $5000.

Respectfully,

Antonio Carrillo
Yuma County Arts and Cultural Group

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. Q.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Every year the Yuma County Arts and Cultural Group puts on a successful film festival. This year they are pleased to celebrate their 10th year bringing quality film and live guest appearances. In 2020 during the height of the pandemic, they adjusted to the COVID-19 recommended precautions and brought in 100 cars for a drive-in experience. As always, the Group will use the city logo and "San Luis" prominently in their advertising of the event.

Amount: The City Council has directed staff to budget in the amount of **$5,000.00** for Fiscal Year 2021-2022.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH YUMA COUNTY ARTS AND CULTURAL GROUP FOR THE SAN LUIS FILM FESTIVAL IN THE AMOUNT OF $5,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000 CONTRACTUAL SERVICES/ $395,146.42

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

These funds are budgeted in FY 2021-2022. The contract is effective July 1, 2021.

Attachments

Contract Film Festival

AGREEMENT

This agreement ("Agreement") made this _____ day of June 2021, and effective July 1, 2021. This Agreement is between Yuma County Arts and Cultural Group, a domestic nonprofit corporation organized under the laws of Arizona, of P.O. Box 4293 San Luis, Arizona 85349, ("Group"), and City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at City Hall, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona ("City"). The Group and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION ONE. ANNUAL SAN LUIS FILM FESTIVAL

Under the terms and conditions of this Agreement, the 2021-2022 San Luis Film Festival event shall be held in San Luis, Arizona, on a date on or before June 30, 2022.

In the event that the City, in its sole discretion, determines that in person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this agreement, in full, without legal recourse by Group or liability or obligation to Group whatsoever.

SECTION TWO. DUTIES OF GROUP

Group shall advertise and promote the San Luis Film Festival and do or cause to be done all other things necessary or advisable to make the event a success.

SECTION THREE. ADVERTISING OF CITY'S NAME

Group shall cause City's name to appear prominently in all advertising and publicity in connection with the San Luis Film Festival.

SECTION FOUR. DUTIES OF CITY

A. City shall pay $5,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.

B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona, available for the 2021-2022 San Luis Film Festival events. It is understood this event may be an outdoor event or a virtual event.

C. City staff shall work with Group to make the 2021-2022 San Luis Film Festival successful, such as promotion on the City's website and led sign, and assistance with set-up and tear down.

D. Otherwise, all expenses in any way pertaining to the San Luis Film Festival shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to the San Luis Film Festival.

SECTION FIVE. LIABILITY INSURANCE

Group shall provide City a Certificate of Insurance. Group shall carry proper liability insurance in an amount and with companies acceptable to City, naming City as an insured and fully protecting and indemnifying City from

every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with the San Luis Film Festival including preparation for the events, the events themselves, and any acts in any way connected with the events.

SECTION SIX. BOOKS AND RECORDS

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by December 16, 2021, showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION SEVEN. ASSIGNMENT OF RIGHTS

The rights of each Party under this Agreement are personal to that Party. They may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

SECTION EIGHT. NO WAIVER

The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION NINE. TERMINATION ON DEFAULT

If Group fails to comply with any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to Group.

SECTION TEN. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This agreement is subject to the cancellation provisions of A.R.S. Sec. 38-511.

SECTION ELEVEN. 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 TWELVE. MODIFICATION OF AGREEMENT

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

SECTION THIRTEEN. SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the Parties. They shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

SECTION FOURTEEN. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The Parties have executed this Agreement at San Luis, Arizona, the day and year first set forth above (which is the date of the last signature of a Party).

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Arts & Cultural Group

Antonio Carrillo, President & CEO
Date:
_____

March 9, 2021

Mayor Mr. Gerardo Sanchez and Council Members
City of San Luis, Arizona
1090 E. Union St.
San Luis, AZ 85349

Dear Mayor Sanchez and Honorable Members of the City of San Luis Council,

In the times of COVID-19, I am proud to report that volunteers, city staff and primarily our residents were such a wonderful team in observing Center for Disease Control (CDC), state and city health guidelines and at the same time supported the 2020 San Luis Film Festival (SLFF).

Last year, we had a socially distanced-hybrid opening ceremony along with a socially distanced drive-in cinema format. During the open-air event, the community attendance exceeded our expectations and 100+ vehicles registered for the event. Volunteers, audience, and city staff adhered to the CDC health recommendations. The audience remained in their vehicles and everyone observed the social distance recommendations and the wearing of their facemasks at all times.

We screened movies from four different countries, ***La Promesa*** (*The Promise*) form Mexico, ***Epicentro*** (*Epicenter*) from France/Cuba and ***Sin Señas Particulares*** (*Identifying Features*) form Spain/Mexico. Identifying Features' lead actress Mercedes Hernandez attended the closing of the event. *"I never felt so happy to hear the cars honking"* referencing the audience reaction to her presentation during the event where instead of applauses the audience honked to appreciate her. In a follow up meeting with Ms. Hernandez, she stated that of all the events she has attended, *"the SLFF has been the best"*.

As we move forward to this year's event, I would like to inform you that the film fest will be achieving a great milestone. **The SLFF will be celebrating its 10th year anniversary in 2021**. The volunteers and organizing members are planning a celebration that will highlight one decade of the event and our community's place in the arts. The film fest will continue the tradition of bringing quality films, guest actors and a gathering for our residents. The plans are to have an event that will observe the CDC health guidelines and at the same time an open-air event. We are hoping that you continue providing us your financial support this year and humbly request your assistance in the amount of $5000 for this purpose.

Actors Baltimore Beltran, Alberto Trujillo, Jorge Luis Moreno, Mercedes Hernandez, directors Jorge Leyva, Alejandro Ramirez Corona and Hill Diaz among others have tentatively accepted the invite to join us on the 10th year anniversary of the film fest.

Respectfully,

Antonio Carrillo
Yuma County Arts and Cultural Group
P.O. Box 4293 | San Luis, Arizona 85349

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. R.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a budget for Yuma Regional Medical Center (YRMC) Cancer Center Hispanic Support Group, Inc., for Fiscal Year 2021-2022. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Yuma Regional Medical Center (YRMC) Cancer Center Hispanic Support Group provides support and guidance to cancer patients, their families, and loved ones. YRMC Cancer Center participants from Yuma County are mostly from the City of San Luis and the City of Somerton. The city's funds will benefit those in the group who are residents of San Luis and no more than 5% of the funds for outreach in San Luis regarding the support group. Due to the COVID-19 pandemic, the support group was unable to meet in person nor hold their annual pageant. So the group did not request the funds budgeted for the 2020-2021 fiscal year.

Amount: At the June 2, 2021, San Luis City Council Work Session, the City Council directed staff to budget **$5,000.00** for a possible future request for funds for Fiscal Year 2021-2022. If the funds are requested, the city will enter into a contract for the services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET FOR YUMA REGIONAL MEDICAL CENTER IN THE AMOUNT OF $5,000.00 FOR THE CANCER CENTER HISPANIC SUPPORT GROUP.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$5,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	No transfer required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact

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

These funds are included in budget for FY 2021-2022.

Attachments

AGREEMENT

This agreement ("Agreement") is made this _____ day of August 2020, between:

Yuma Regional Medical Center 2400 South Avenue A Yuma, Arizona 85364 A domestic nonprofit corporation, organized under the laws of Arizona ("YRMC")	The City of San Luis City Hall 1090 East Union Street (Physical Address) San Luis, Arizona P.O. Box 1170 (Mailing Address) San Luis, Arizona 85349 A municipal corporation, Organized under the laws of Arizona ("City")

The YRMC and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION ONE.
DUTIES OF YRMC

- YRMC shall conduct outreach to inform San Luis, Arizona residents of the benefits of YRMC Cancer Center Hispanic Support Group for those battling cancer.

- YRMC shall use the City's funds solely to benefit San Luis residents who participate in the YRMC Cancer Center Hispanic Support Group.

SECTION TWO.
BOOKS AND RECORDS

YRMC shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. YRMC shall prepare a report and submit it to the City, to the City's Public Information Officer, by July 31, 2021, showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION THREE.
DUTIES OF City

City shall pay $5,000.00 to YRMC solely for the purpose described in SECTION ONE above with no more than $250.00 of the funds going to outreach.

SECTION FOUR.
TERMINATION ON DEFAULT

If YRMC violates any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to YRMC.

SECTION FIVE.
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 using prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by a process server or
- sent by a nationally recognized courier (for example, Federal Express, U.P.S.)

and addressed to the respective Parties at the addresses in the opening paragraph of this Agreement, 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. For the City, a notice under this Agreement shall be to the attention of the City Manager and a copy to the City Attorney.

SECTION SIX.
COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by YRMC under this Agreement shall be performed in full compliance of all applicable federal, state, and City laws and any rules or regulations promulgated under such laws, including but not limited to the cancelation provisions for conflict of interest of A.R.S. § 38-511.

SECTION ELEVEN.
MISCELLANEOUS PROVISIONS

A. No 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. No waiver and no modification shall be effective unless it is in writing signed by the Parties, and then only to the extent expressly set forth in such writing.
B. Amendment of the Agreement. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.
C. Severability. If any provision of the Agreement is declared void or unenforceable by a court of competent jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement shall not be affected by that invalidity or unenforceability, and each provision of this Agreement shall be valid and shall be enforced to the extent permitted by the law.
D. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.
E. Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.
F. Attorneys' Fees and Costs. Any action commenced in connection with this Agreement (including court action or arbitration) the Party prevailing in any such action or other proceeding shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the

other Party. In the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

G. No Assignment. The YRMC shall not assign the obligations arising under this Agreement to any person or entity without the consent of the City.
H. 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.
I. No Agency Created. The Parties do not intend to create, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.
J. Personal Liability. The elected officials, officers, directors, managers, agents or employees of the City shall not have any personal liability under this Agreement.
K. Survival. All provisions that logically should survive termination of this Agreement shall survive.
L. Time is of the essence. Time is of the essence in this Agreement.
M. 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.
N. Force Majeure. If the YRMC or the City are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by exercising reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes (over which the affected Party has no control), sabotage, riots, civil commotion, acts of civil or military authority, wars, epidemics or pandemics, orders and measures of governmental authorities in response to the epidemic or pandemic, or material changes in applicable business laws or regulations.
O. 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 this Agreement.
P. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.
Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts, and such signature pages all attached to a single instrument, so the signature of all Parties may be physically attached to a single document.
R. Signed copies. A signed original of this Agreement may be scanned and delivered by facsimile, by email or by other electronic or digital means and may be printed from that scanned original and shall be treated by the Parties as an original of this Agreement and shall be given the same force and effect.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma Regional Medical Center

Robert J. Trenschel
President and Chief Executive Officer

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. A.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the waiving of formal purchase procedures under City Code-Purchasing §3.05.010 (H) for the rental of inflatable slides and related kid-friendly rentals from Poly's Party Rentals for the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

For the last couple of years, the City of San Luis has been awarded Best Community Celebration by Yuma's Best - Yuma Sun Reader's Choice. As the years go by, Parks & Recreation staff does its very best to create an exciting 4th of July Celebration for all ages. Last year due to the pandemic, the 4th of July Celebration had to be done virtually. This year the 4th of July event will be back in person and better than ever. Staff would like to have a bigger and better kids area so children can be entertained throughout the whole event. Staff plans on renting water slides, inflatable climbing walls, trackless train, whirlybird attraction, and trampolines to place within the soccer field, which once again will be the Kids Zone.

In order to bring all these inflatables to the 4th of July celebration, staff is asking City Council to waive the procurement code §3.05.010 (C), which states that whenever any contemplated purchase is for the sum of at least $5,000.00 but not more than $14,999.99 the requisitioning department with the assistance of the purchasing department shall solicit three (3) verbal quotes (inclusive of all cost) from vendors and submit them to the purchasing department, for awarding to the lowest responsive quote. If three (3) verbal quotes cannot be obtained, documentation showing vendors contacted that did not offer quotes or explaining why quotes were not obtained shall be maintained with the purchasing documents.

Staff would like City Council to approve a waiver of the above formal procedures due to the fact that it considers Poly's Party Rentals to be a sole source provider for this type of rental in our area. Poly's Party Rentals has provided our department with the rental of inflatables for the last couple of years and at a reasonable price. This year, they are planning on providing us with a 42-foot water slide, 2 lane water slide with slip and slide, Safari triple slide, new obstacle courses, 26-foot water slide, (2) 18-foot water slides, inflatable climbing wall, trackless train, whirlybird attraction and trampoline for the amount of six thousand, four hundred sixty dollars with sixty-four cents ($6,460.64). They are a local business out of Yuma County that has provided us with exceptional services and is on-site for any inconveniences that may arise. This is why staff is asking City Council's permission to move forward with Poly's Party Rental as our sole source provider in this area for the rental of inflatables for the 4th of July celebration and waive the procurement code §3.05.010 (C) in which three (3) bids are required.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE RENTAL OF THE KID-FRIENDLY ATTRACTIONS PRESENTED IN THE AMOUNT OF $6,460.64 AND WAIVE FORMAL PURCHASING PROCEDURES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$6,460.64
BUDGETED AMOUNT:	Budgeted for Fiscal Year 2022
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. This expense was budgeted within the Recreation Department budget for Fiscal Year 2022 which is currently in progress.

Attachments

2021 Fourth of July Invoice - Poly's Party Rentals

Exclusive Service / Sole Source Request

Poly's Party Rentals

PHONE: (928) 920 1914 or (928) 247 2734,

*Obstacles, Water Slides, Mechanical Bull, Jumpers, Rockolas, Jumper/Water, Slide Combos, Tables, Chairs, Banners, Table Cloths, Etc.

FECHA		
DAY	MONTH	YEAR

CUSTOMER: **City of Sanluis** CELL #:

ADDRESS: HOME #:

QUANTITY	SIZE	DESCRIPTION	PRICE EACH	TOTAL
WATER SLIDES				
-42ft Water slide $700				
-2 Lane water slide with Slip and slide $400				
-Safari Triple slides $600				
-New obstacle $400				
-26ft Water Slide $300				
-18ft Blue Water Slide $180				
-18ft Gray Water Slide $180				
total-$2,760				
TIMED RENTALS				
-Inflatable climbing wall 7hrs, $850				
-Train 7hrs, $700				
-Whirly Bird 7hrs $650				
-Trampolines $1000				
Total-$3,200				

SUB-TOTAL $	**5,960**
TAX $	**+tax**
TOTAL $	**6,460.64**

Special Instructions:

Date of Delivery: **4th of July**

Time of Delivery:

TERMS & CONDITIONS

INJURIES:

-We are not responsible for any injuries resulting in the use of our inflatables/rentals/games/ect.

-An adult must be present and supervising children at all times.

CUSTOMERS WITH PETS:

-We ask you to please put pets/dogs/cats/tortuises ect. inside the home, tied up or in a safe place away from the inflatables during the rental time, to avoid pets urinating/pooping/or chewing up inflatable and causing damage.

-Also to avoid pets from escaping by accident when opening gate to go into backyard to setup or pick up.

DEPOSITS:

-Depending on the rental items reserved we may require a deposit.

-If event is cancelled for any reason, any deposits or payments made towards a rental reservation are NON-REFUNDABLE. Customer must make another deposit for a NEW date.

DELIVERIES & PICK UPS:

-Our hours of deliveries and pick ups are from 9am-3pm (hours may vary for park reservations or hourly rentals)

-Our rentals are overnight rentals (NOT AN EXACT 24 HOURS), pick up times vary again the next morning from 9am-5pm.

-We start deliveries & pick ups very early to beat the heat as temperatures reach up to 120 degrees on the hotest days in the Yuma County & it is for the safety of our employees.

-We send a text message when on our way for DELIVERY & PICK UP to notify customer.

-When doing PICK UPS if we send a message and we receive NO REPLY, BY SIGNING THE TERMS AND CONDITIONS we have your permission to enter the property to grab our rental items, we do not touch or take anything that does not belong to us, and the gate is closed once we are done.

We truly appreciate all of our customers

Customer Signature/DATE

Thank you & have a great day!

City of San Luis

Parks & Recreation Department

Recreation Youth Center Cultural Center Aquatic Center Parks

Exclusive Service/Sole Source Request

May 28, 2021

To: Monica Castro, Finance Director

Angelica Cifuentes, Procurement and Budget Compliance Officer

From: Louie Galaviz Parks and Recreation Director

Angelica Roldan Asst. Parks and Recreation Director

RE: Inflatable Rental Invoice for Fourth of July Celebration (Poly's Party Rentals)

Requesting under San Luis City Code 3.05.020, In the event that there is only one firm or company or individual capable of providing a particular service or commodity and those services or commodities cannot be secured from other persons or companies, SLCC 3.05.010 shall not be applicable, and those services or commodities can be secured 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 to rent a variety of dry & water inflatables locally and have them delivered and set up and also provide insurance, 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

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. B.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval to move forward with the estimate from ULTRA SHOW MAKERS, for sound, stage, and lighting for the 4th of July Celebration as well as to formally waive procurement code §3.05.010 (D). **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

The 4th of July Celebration was done virtually last year due to the ongoing pandemic. This year, the Parks & Recreation Department would like to create a memorable 4th of July event for our community. We are currently negotiating with ULTRA SHOW MAKERS, to provide us with professional lighting, stage, and sound for all of our musical guest performers for the 2021 4th of July Celebration. The Recreation Department worked with ULTRA SHOW MAKERS for past events and the quality of their work and services was great. ULTRA SHOW MAKERS carries all the required and necessary equipment needed for our 4th of July performers in which we will not need to worry about any last-minute additions or riders. Their estimate, apart from including sound, stage, and equipment, is also including a DJ performance and a Rock and Roll 80s & 90s Tribute band. ULTRA SHOW MAKERS has provided staff with an estimate for eighteen thousand, six hundred and one dollar with thirty-two cents ($18,601.32).

City Code §3.05.010 (D) states that whenever any contemplated purchase for the sum of at least $15,000.00 but not more than $35,000.00 the requisitioning department with the assistance of the Purchasing Department shall solicit three (3) written quotations (inclusive of all cost) from vendors and submit them to the Purchasing Department, for awarding to the lowest responsive quote. If three (3) written quotations cannot be obtained, documentation showing vendors contacted that did not offer price quotations, or explaining why price quotations were not obtained, shall be maintained with the purchasing documents. Staff would like to request that this procurement code requirement be waived, due to the fact that ULTRA SHOW MAKERS is the only provider for the Rock and Roll 80s & 90s Tribute Band.

Staff would like to request Mayor and City Council to approve this purchase.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF ULTRA SHOW MAKERS SERVICES IN THE AMOUNT OF $18,601.32 AS PRESENTED AND WAIVE FORMAL PURCHASING PROCEDURES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$18,601.32
BUDGETED AMOUNT:	Budgeted for Fiscal Year 2022
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	SPECIAL SERVICES 100-145-80005 / N/A

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

Fiscal impact as described above. This expense was budgeted within the Recreation Department budget for Fiscal Year 2022 which is currently in progress.

Attachments

Ultra Show Makers Estimate - 4th of July 2021

ULTRA SHOW MAKERS
511 N Main Street
San Luis AZ , 85336

ESTIMATE

City Of San Luis
PO Box 1170
1090 E Unica Street
San Luis AZ 85336

Estimate # 000000127

Estimate Date 05/25/2021

Item	Description	Unit Price	Quantity	Amount
Product	RCF TTS-56A Active High Power Subwoofer 2X21"	100.00	8.00	800.00
Product	RCF HDL20-A Active Line Array Module	100.00	16.00	1,600.00
Product	RCF TT45-CXA Active High Power Stage Monitor	100.00	6.00	600.00
Product	RCF TTL-6a Active Three Way Line Array	100.00	2.00	200.00
Product	RCF Pro Series 9006 Active High Power Subwoofer 2X18" (Sidefill)	100.00	2.00	200.00
Product	RCF Pro Series 8004 1X18" Subwoofer (Drumfill)	50.00	2.00	100.00
Product	YAMAHA CL5 Digital Console (includes 2 Rio 32 chanel each)	1000.00	1.00	1,000.00
Product	SHURE PSM 1000 In Ear System	100.00	2.00	200.00
Product	SHURE Beta 91 Mic (kick in)	25.00	1.00	25.00
Product	SHURE BETA 52 Mic (kick out & bass amp)	25.00	2.00	50.00
Product	SHURE SM57 Mic (percussion & guitar amp's)	25.00	11.00	275.00
Product	SHURE SM81 Mic (hh & oh)	25.00	4.00	100.00
Product	SHURE Beta 98 (toms)	25.00	3.00	75.00
Product	SHURE Beta 98 w/clip (horns & accordion) no wireless	25.00	3.00	75.00
Product	SHURE Beta 87 Wireless Mic (vocals & MC)	50.00	6.00	300.00
Product	WHIRLWIND Direct Box	10.00	3.00	30.00
Product	Microphone Boom Stand	5.00	20.00	100.00
Product	Microphone Boom Stand Short	5.00	6.00	30.00
Product	ALL TERRAIN Stage 28'X24'X4' w/stairs X2 + Drum Set Riser + Percussion Riser + Horns Riser	1000.00	1.00	1,000.00
Product	FENIX TRC-700 Ground Support System 21'	1000.00	1.00	1,000.00

Product	DiColor Phantom Series Led Display 20'X6'	1000.00	1.00	1,000.00
Product	VDWALL LVP 605s Led Video Processor	100.00	1.00	100.00
Product	GO PRO Video Cameras's Professional Mounting & HDMI included	50.00	2.00	100.00
Product	DW Drum Set Collector's Series 23" Kick 10" Rack Tom 14" Floor Tom 16" Floor Tom 14" Snare DW Machine Direct Drive Double Pedal DW Machine Direct Drive Hi Hat Stand DW 9000 Series Snare Stand (2) DW 9000 Series Cymbal Boom Stand (6) DW 9000 Series Drum Throne PAISTE Signature 16" full crash PAISTE Signature 18" full crash PAISTE Signature 22" power ride PAISTE Rude 18" heavy china PAISTE Signaure 14" hi hats (2)	400.00	1.00	400.00
Product	AMPEG Bass Amp SVT-4 Pro	75.00	1.00	75.00
Product	AMPEG Speaker SVT-810	75.00	1.00	75.00
Product	FENDER Deville 2X12" Guitar Amp	75.00	1.00	75.00
Product	FENDER Twin Reverb Guitar Amp	75.00	1.00	75.00
Product	LP Giovanni Series (conga, quinto,tumbadora) with stand	150.00	1.00	150.00
Product	LP Bongos with Stand	50.00	1.00	50.00
Product	LP Timbales with Stand (cowbell stand inc)	25.00	2.00	50.00
Product	DW Collector's Series 16" Floor Tom	40.00	1.00	40.00
Product	DW 9000 Series Cymbal Boom Stand	20.00	2.00	40.00
Product	PAISTE Signature 16 " full crash	25.00	1.00	25.00
Product	CHAUVET Wash Moving Light	35.00	5.00	175.00
Product	ADJ Matrix Dot Wash Light	35.00	2.00	70.00
Product	MEGALITE 230W Beam	35.00	8.00	280.00
Product	MEGALITE O Blinder 400	75.00	3.00	225.00
Product	MEGALITE FS-LED Drama Follow Spot	75.00	1.00	75.00
Product	ANTARI F7 Smaze Fog Machine	80.00	2.00	160.00
Expense	Sales Tax 10.012 on rent ($11,000.00)	1101.32	1.00	1,101.32
Service	Labor	3700.00	1.00	3,700.00
Service	DJ Performance	300.00	1.00	300.00

Service	Rock n Roll Tribute 80's & 90's Performance	2500.00	1.00	2,500.00

NOTES: NOTES : Ultra Show Makers need full access to Joe Orduño Park 3 Days before The Event .
Event Day 07/04/2021 6:00 pm to 11:00 pm
50% Down Payment is required 30 days prior the event .

Subtotal	18,601.32
Total	18,601.32
Amount Paid	0.00
Estimate	$18,601.32

RECEIVED MAY 26 2021

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. C.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract between the City of San Luis and Sound Talent Group for a musical performance for the 4th of July Celebration event. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

The Parks & Recreation Department has strived in providing our community with great entertainment for our 4th of July festivities. This year, staff is working very hard to continue to amaze our community with great musical performances that make their 4th of July experience memorable. With last year's event being held virtually, this year that we are able to have a live event once again, staff wants our community to have an amazing and memorable experience. Currently, staff has been in communication with Sound Talent Group who is the booking agency for Mexican Band de Rock en Español, Kinky, who staff would like to headline the 2021 Fourth of July Celebration. Kinky is a Rock en Español Band from Monterrey, Mexico who have been in the music industry since 2000. They currently have several albums with great hits such as A Donde Van Los Muertos, Marcha Atras and Despues Del After and Sister Twisted.

If the City Council decides to recommend moving forward with the musical guests mentioned above, staff would like to consider Sound Talent Group, to be the sole source provider since they are the Authorized Booking Agent for the Rock en Español Band, Kinky. Musical artists are unique, therefore under Purchasing Code § 3.05.020, Exclusive Services, where Sound Talent Group is the sole provider in booking the Rock en Español Band, Kinky, other quotes or bidding is not required. Staff is requesting the City Council to approve the contract between the City of San Luis and professional Rock en Español Band, Kinky, whose authorized booking agent, Sound Talent Group, for the 2021 Fourth of July Celebration.

If this request of sole source provider is to be approved, staff is requesting to use a prepaid account to pay the deposit of $10,000.00. Per the Performance Agreement Section 3: Compensation, as compensation for such concert, the city shall pay on or before the end of the first set the performance on the date of the concert the agent, a total fee of twenty thousand U.S, dollars ($20,000.00). The city agrees to pay one-half (1/2) of this fee on Thursday, June 10, 2021, and the remainder on Sunday, July 4, 2021, before 10:00 pm.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH SOUND TALENT GROUP IN THE AMOUNT OF $20,000.00 FOR THE MUSICAL GROUP KINKY TO PERFORM ON THE 4TH OF JULY, 2021.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$20,000
BUDGETED AMOUNT:	Budgeted for Fiscal Year 2022
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

Musical Performance Contract - Rock en Espanol Bank Kinky - 2021 Fourth of July Celebration

Exclusive Service / Sole Source Request

Invoice for Musical Performance from Kinky - 2021 Fourth of July Celebration

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PERFORMANCE AGREEMENT

This agreement ("Agreement") is made this _____ day of June 2021 between:

Sound Talent Group Attention: David Michael Shapiro 1870 Joe Crosson Drive Hangar #111 El Cajon, California 9202-1250 a Limited Liability Company organized under the laws of California and Pennsylvania ("Agent"). The Agent represents the musical group Kinky (the "Band") whose online presence is at https://www.kinkymusic.com/ and	The City of San Luis (Physical Address) Attention: Tadeo A. De La Hoya, City Manager City Hall 1090 East Union Street San Luis, Arizona (Mailing Address) P.O. Box 1170 San Luis, Arizona 85349 a municipal corporation, organized under the laws of Arizona ("City").

The Agent and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION 1.
PERFORMANCE OF CONCERT AGENT'S OBLIGATION

Agent shall cause the Band to perform a concert:

Place: Joe Orduño Park
965 North Park Avenue
San Luis, Arizona
Date: July 4th, 2021
Time: 10:00 p.m. for the duration of two (2) hours.

SECTION 2.
PROVISIONS FOR THE CONCERT CITY'S OBLIGATION

The City shall provide the stage, sound equipment, and lights.

SECTION 3.
COMPENSATION

As compensation for such concert, the City shall pay on or before the end of the first set of the performance on the date of the concert the Agent, a total fee of twenty thousand U.S. dollars ($20,000.00). The City agrees to pay one-half (½) of this fee on **Thursday, June 10, 2021,** and the remainder on **Sunday, July 4, 2021,** before 10:00 p.m.

SECTION 4.
BUSINESS LICENSE

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

SECTION 5.
AGENT'S LIABILITY FOR NON-PERFORMANCE

The Agent shall be liable to City to return all the money the City paid the Agent under this Agreement for the Band's failure to appear or perform.

SECTION 6.
INDEPENDENT CONTRACTOR

The Parties agree that the Agent, his employees, agents, subcontractors and the Band shall be independent contractors with regard to the providing of services under this Agreement and that the Agent, Agent's employees, agents, subcontractors, and the Band shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees.

SECTION 7.
SECURITY

The City shall take reasonable precautions to prevent unauthorized people from accessing the stage area or backstage area. The Agent shall provide names of persons or guests authorized to be backstage. If security backstage passes and/or laminates are to be used, the Agent shall supply to the City a photocopy of the pass system to be used for the performance.

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

The City and the Agent shall take reasonable precautions to prevent theft or damage of the Agent's musical instruments and equipment during the setup and tear down for the performance under this Agreement.

SECTION 8.
ADVERTISING

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

SECTION 9.

NO RECORDING

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

SECTION 10.
INDEMNITY AND INSURANCE

To the extent permitted by law, the Agent shall indemnify, defend and hold the City harmless from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) arising out of the Agent's, Agent's agents or the Band's acts or omissions in the performance of this Agreement. The City shall be named as an additionally insured with the terms and coverages acceptable to the City and the Arizona Municipal Risk Retention Pool.

SECTION 11.
ASSIGNMENT

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

SECTION 12.
NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered to the other Party either by hand through a process server or by a nationally known overnight delivery service (for example, FedEx, U.P.S., etc.) 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 13.
GOVERNING LAW AND VENUE

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 a court of competent jurisdiction in Yuma County, Arizona.

SECTION 14.
MISCELLANEOUS PROVISIONS

A. **Compliance with All Laws:** The Agent shall comply with all applicable laws, including but not limited to the following:

    1. **Required e=verify:** Pursuant to A.R.S. §41-4401(A), the Agent 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 Agent 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 Agent or Agent's subcontractor or subcontractors are complying with this warranty.

2. **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.

3. **Non-Liability of City Officials and Employees**: To the extent permitted by law, no member, official or employee of the City shall be personally liable to the Agent, 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 Agent or successor, or under any obligation under the terms of this Agreement.

4. **OSHA:** The Agent expressly agrees that he shall be solely responsible for supervising his employees; that he shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act and any occupational safety and health act of the State of Arizona.

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

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

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

E. Attorney's Fees and Costs: If either Party brings a legal action or other proceeding including but not limited to arbitration or other alternate dispute resolution, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by a jury.

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

G. Timing: Time is of the essence in this Agreement.

H. 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.

I. Signed Copies: For purposes of this Agreement, a signed original of this Agreement which is scanned and delivered by facsimile, by email or by other electronic or digital means and which is printed as a copy shall be treated by the Parties as an original of this Agreement and shall be given the same force and effect.

SECTION 17.
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 18.
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 19.
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 Agent of each Party.

The Parties have executed this Agreement on the day, month and year first set forth above with is the date the last Party signed this Agreement.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

Date: _____

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

For value received, I, David Michael Shapiro on behalf of myself and any community of marriage, personally guarantee faithful and complete performance of the within Agreement by Sound Talent Group, L.L.C. within the time set forth in such Agreement. I also, on behalf of myself and any community of marriage, personally guarantee payment of all damages, costs, and expenses for which the Sound Talent Group, L.L.C. may become liable with respect to the Agreement. I, on behalf of myself and any community of marriage, do waive all right to notice of nonperformance of or demand on Sound Talent Group, L.L.C.

David Michael Shapiro

_____
David Michael Shapiro
Agent for Kinky (musical group)

Date: _____

City of San Luis

Parks & Recreation Department

Recreation Youth Center Cultural Center Aquatic Center Parks

Exclusive Service/Sole Source Request

June 03, 2021

To: Monica Castro, Finance Director

Angelica Cifuentes, Procurement and Budget Compliance Officer

From: Louie Galaviz Parks and Recreation Director

Angelica Roldan Asst. Parks and Recreation Director

RE: Contract with Sound Talent Group, David Michael Shapiro, doing business as booking agent for Rock en Español Band, Kinky (Authorized Agent for Kinky)

Requesting under San Luis City Code 3.05.020, In the event that there is only one firm or company or individual capable of providing a particular service or commodity and those services or commodities cannot be secured from other persons or companies, SLCC 3.05.010 shall not be applicable, and those services or commodities can be secured 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 this particular performing artist, 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

INVOICE

2 JUNE 2021

Invoice #001

FROM:
Sound Talent Group
1870 Joe Crosson Drive
El Cajon, CA

TO:
City of San Luis | Parks & Recreation Department
744 Cesar Chavez Blvd |P.O BOX 1170 | San Luis, AZ 85349

Salesperson	Job	Payment Terms	Due Date
JOHN PANTLE	KINKY SHOW PERFORMANCE BOOKING	50% in order to confirm 50% on day of show	6/6/2021

Qty	Description	Unit Price	Line Total
1	KINKY performance + backline and production for July 4 2021	$20,000	$20,000
		Subtotal	$20,000
		Sales Tax	-
		Total	$20,000

PAYMENT BY WIRE ONLY

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. D.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the 4th of July Celebration to be held July 4, 2021. **(Lizandro Galaviz, Director of Parks and Recreation)**

A. Open public hearing
   1. Presentation by staff and/or applicant
   2. Call to the public on this item
B. Close public hearing
C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

SUMMARY:

The San Luis FRONTERA Rotary Club wishes to sell alcohol at the 4th of July Celebration that will be held on Sunday, July 04, 2021, from 6:00 p.m. to 12:00 a.m. at the San Luis Joe Orduño Park.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.
1. Presentation by staff and/or applicant
2. Call to the public on this item
B. I MOVE TO CLOSE PUBLIC HEARING
C. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR THE SPECIAL EVENT LIQUOR LICENSE APPLICATION TO THE SAN LUIS FRONTERA ROTARY CLUB AS PRESENTED

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 associated fiscal impact with this item.

Attachments

Special Event License Application - 2021 Fourth of July Celebration

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Arizona Department Liquor License and Control
800 W Washington St. 5th Floor
Phoenix, AZ 85007-2934
azliquor.gov

602-542-5141

DLLC USE ONLY
Job #:
Date Accepted:
CSR:
License #:

SPECIAL EVENT LICENSE APPLICATION
FEE $25.00 PER DAY

A service fee of $25.00 will be charged for all dishonored checks (A.R.S § 44-6852
1-10 days consecutive days only, *Cash, Checks or Money Orders Only*

SECTION 1 **Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.**

1. Applicant: MARCOS RAMIREZ

2. Applicant's mailing address: PO BOX 13926 (Street) SAN LUIS (City) ARIZONA (State) 85349 (Zip)

3. Applicants home/cell phone: 928-285-3532 Applicant's business phone: _____

4. Applicant's email address: MARCOSRAMIREZ5550@GMAIL.COM

SECTION 2 Name of Non-Profit Organization, Candidate or Political Party/Gov.: SAN LUIS FRONTERA ROTARY CLUB

SECTION 3 Non-Profit/IRS Tax Exempt Number: 86-0734186

SECTION 4 **Event** Location: JOE ORDUÑO PARK, 965 N PARK AVENUE, SAN LUIS, AZ 85349

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	7/4/2021	SUNDAY	2:00PM	2:00AM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY10:				

Individuals requiring ADA accommodations please call (602)542-9027

SECTION 6 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 3 Number of Security Personnel ☐Fencing ☐Barriers

Explanation: FENCING WILL BE PLACED AROUND BEER BOOTH AREA. ONCE ENTRANCE AND ONE EXIT WILL BE MARKED. POLICE/SECURITY WILL BE AT LOCATED AT ENTRANCE AND EXIT.

SECTION 7 Will this event be held on a currently licensed premises and within the already approved premises?

☐Yes ☐No If yes, Local Governing Body signature is not required.

Name of Business	License Number	Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

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

SECTION 9 What is the purpose of this event?

☐On-site consumption ☐Off-site (auction/wine/distilled spirits pull) ☐Both

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐Yes ☐No If yes, attach explanation.

2. How many special event days have been issued to this organization during the calendar year? 0

3. Is the Organization using the services of a Licensed Contractor?

☐Yes ☐No If yes, please provide the Name of the Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

☐Yes ☐No if yes, please provide the Name of Licensee: _____ License #: _____

5. The applying non-profit organization must receive 25% of the gross revenues of the total liquor sales. List the names of the individuals or organizations who will receive the rest of the proceeds, **MUST EQUAL 100%.**

Name: SAN LUIS FRONTERA ROTARY CLUB Percentage: 100%

Address: PO BOX 13926 (Street) SAN LUIS (City) ARIZONA (State) 85349 (Zip)

Name: _____ Percentage: _____

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Individuals requiring ADA accommodations please call (602)542-9027

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. *Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.*

SIGNATURE

I, **(Print Full Name)** MARCOS RAMIREZ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: _____

GOVERNING BOARD

Date Received: _____

I, _____ _____ recommend ☐APPROVAL ☐ DISAPPROVAL
(Government Official) **(Title)**

On behalf of _____, _____, _____, _____
(City, Town, County) **Signature** **Date** **Phone**

DLLC USE ONLY

☐APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

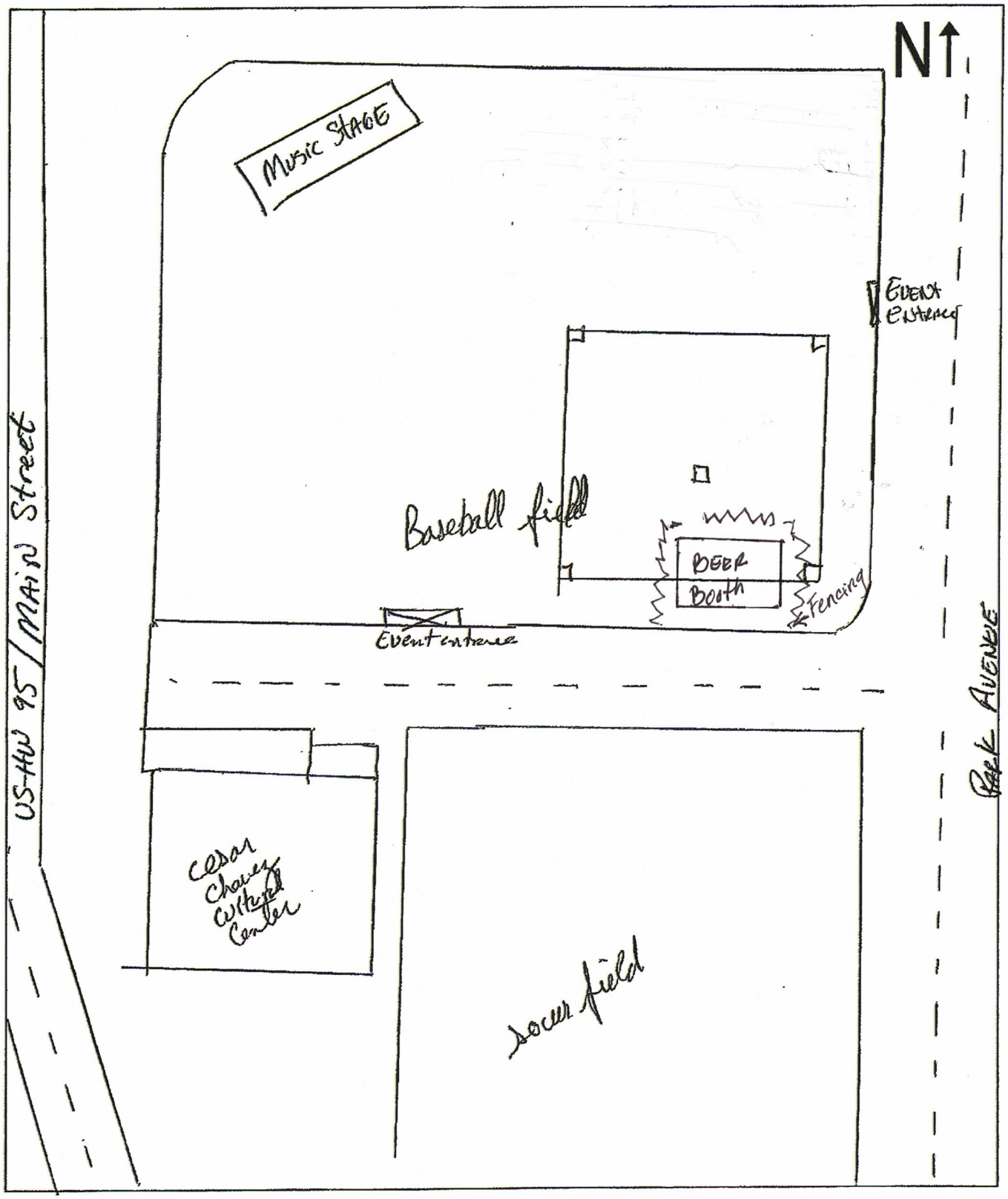
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees: enforcement; notice

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

D. This section may be enforced in a private civil action and relief may be awarded against the state. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.

E. A state employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the agency's adopted personnel policy.

F. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02.


N
Music Stage
Event Entrance
Baseball field
BEER Booth
Fencing
Event entrance
US-HW 95 / Main Street
Park Avenue
Cesar Chavez Activity Center
soccer field

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Ali Sulita
PHONE (A/C, No, Ext): 1-833-3ROTARY **FAX (A/C, No):** 630-285-4062
E-MAIL ADDRESS: rotary@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All Active US Rotary Clubs & Districts
San Luis Frontera Rotary Club, District 5500
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			015375594	7/1/2020	7/1/2021	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$
	X Liquor Liability Included						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			015375594	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

CERTIFICATE HOLDER
City of San Luis
965 N Park Avenue
San Luis, Arizona 85349
San Luis Frontera Rotary, District 5500
4th of July Celebration festivities in San Luis, Arizona 85349

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Arizona Corporation Commission - RECEIVED: 4/13/2021
Arizona Corporation Commission - FILED: 4/12/2021

21041314122273

2021 ANNUAL REPORT

ENTITY INFORMATION

ENTITY NAME: SAN LUIS FRONTERA ROTARY CLUB, INC.
ENTITY ID: 23077310
ENTITY TYPE: Domestic Nonprofit Corporation
CHARACTER OF BUSINESS: Any legal purpose
AUTHORIZED SHARES:
ISSUED SHARES:

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: BENESCH, SHADLE & WHITE, PLC
PHYSICAL ADDRESS: 833 E. PLAZA CIRCLE STE 100, YUMA, AZ 85365
MAILING ADDRESS:

KNOWN PLACE OF BUSINESS

412 HENRY CHAVEZ CT., SAN LUIS, AZ 85349

PRINCIPAL OFFICE ADDRESS

PRINCIPAL INFORMATION

Director: MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA - - Date of Taking Office:

Incorporator: MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA - - Date of Taking Office:

President: LIZANDRO GALAVIZ - 744 CESAR CHAVEZ BLVD, SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2020

SIGNATURE

President: LIZANDRO GALAVIZ - 04/13/2021

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. E.**

Meeting Date: 06/09/2021

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Roula Encinas, Accountant, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of Lighting and Retention Basin Assessment Districts Budget for Fiscal Year 2021-2022. **(Roula Encinas, Acting Assistant Director of Finance)**

SUMMARY:

These assessment districts were formed to provide street lighting and retention basin maintenance services in the developments. The County of Yuma requires City Council's approval for the budget in order to levy the assessments. The amounts are based on the estimated cost the city will incur to provide these services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE 2021-2022 FISCAL YEAR BUDGET IN THE AMOUNT OF $626,578.00 FOR THE LIGHTING AND RETENTION BASIN ASSESSMENT DISTRICTS.

Fiscal Impact

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

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

There is no fiscal impact associated with this item.

Attachments

Assessment Districts Budget FY22

CITY OF SAN LUIS
FY 2022 IMPROVEMENT DISTRICT BUDGET SCHEDULE
ENHANCED MUNICIPAL SERVICES

DISTRICT NAME	ACRES	Maintenance	Street Lighting	Total Assessment
Bienestar 7A	0.81	$ 15,147	$ 2,507	$ 17,654
Bienestar 7B	1.73	34,844	3,720	$ 38,564
Las Quintas 1 - Ph 1	0.88	14,873	2,297	$ 17,170
Las Quintas 1 - Ph 2	0.71	15,847	1,463	$ 17,311
Las Quintas 2	1.63	23,753	1,844	$ 25,596
Los Portales 4 - Ph 5	0.71	9,058	1,585	$ 10,643
Rancho los Oros	1.58	24,918	6,156	$ 31,074
Rio Sereno	0.75	12,600	2,297	$ 14,897
Los Olivos	1.60	24,946	4,959	$ 29,905
Bienestar 8A	1.05	15,818	3,552	$ 19,370
Bienestar 8B	1.62	29,383	5,326	$ 34,709
Las Brisas	1.06	9,900	2,561	$ 12,461
Frontera Estates 2	0.95	16,408	3,864	$ 20,272
Bienestar 9A Ph 1	2.96	46,337	7,336	$ 53,673
Bienestar 9A Ph 2	1.11	18,411	1,536	$ 19,947
Bienestar 9B	5.45	66,631	17,023	$ 83,654
Industrial Park - Magrino	-	-	3,256	$ 3,256
Industrial Park - Sam Group	-	-	1,091	$ 1,091
Santa Cecilia 1	1.39	21,054	2,997	$ 24,051
Santa Cecilia 2	1.43	18,794	4,480	$ 23,274
Santa Cecilia 3	1.68	23,388	3,835	$ 27,223
Santa Cecilia 4	1.30	24,554	4,995	$ 29,549
Belleza del Desierto Phase 1	0.67	16,620	2,499	$ 19,119
Belleza del Desierto Phase 2	0.93	7,329	833	$ 8,162
Bienestar 10	1.54	28,586	4,995	$ 33,582
Bienestar 11	0.68	9,121	1,250	$ 10,370
	34	528,322	$ 98,256	$ 626,578

CITY OF SAN LUIS
Retention Basin Assessments
Parks Department - Budget FY 2022
Estimated Amounts per Acre

		Requirement	Annual Rate per acre
Labor			
1 Maintenance Specialist for 26 acres a year			
1 Maintenance Specialist PT		**$ 15,250**	
Per Budget Salary Schedule		**$ 42,000**	
Total Labor		**$ 57,250**	
		Labor Allocation per acre	**$ 1,673**

Maintenance / Other		**Unit Cost**	**12 mo**	
Sprinklers (4 - 6 per month)		$ 50	**$ 600**	
Rye Seeds				
- Summer & Summer	3.49	$ 320	**$ 2,234**	
Fertilizer - 3 times a year				
Purchased by Tons/ cost per Lb				
43,560 SQF equal 1 acre	3.3	30.00	**$ 297**	
13,200sqf per 50 pounds		**al Maintenance/Other per Acre**		**$ 3,131**

Minor Tools & Equipment		
Maintenance/other	$ 1,300	
Tools & Equipment - Blower	1,600	
Tools & Equipment - Weedeater	1,600	
	$ 4,500	
Total minor Tools and Equipment per Acre		**$ 131**

Fuel & Diesel		
$ 70 Dlls per week (52)	$ 3,640	
Total Fuel & Diesel Rate per Acre		**$ 106**
Total Maintenance per Acre		**$ 3,368**

DISTRICT NAME	**Acres**	**Labor**	**Maintenance**	**Water Bill**	**Total Maintenance**	**Streetlights**	**Total**
Bienestar 7A	0.81	1,361.66	2,742	11,043	15,147	2,507	17,654
Bienestar 7B	1.73	2,893.95	5,827	26,123	34,844	3,720	38,564
Las Quintas 1 - Ph 1	0.88	1,472.07	2,964	10,436	14,873	2,297	17,170
Las Quintas 1 - Ph 2	0.71	1,187.69	2,392	12,268	15,847	1,463	17,311
Las Quintas 2 - Phase 1 & 2	1.63	2,726.67	5,491	15,536	23,753	1,844	25,596
Los Portales 4 - Ph 5	0.71	1,187.69	2,392	5,479	9,058	1,585	10,643
Rancho los Oros	1.58	2,643.03	5,322	16,953	24,918	6,156	31,074
Rio Sereno	0.75	1,254.60	2,526	8,819	12,600	2,297	14,897
Los Olivos	1.60	2,676.48	5,390	16,880	24,946	4,959	29,905
Bienestar 8A	1.05	1,756.44	3,537	10,525	15,818	3,552	19,370
Bienestar 8B	1.62	2,709.94	5,457	21,217	29,383	5,326	34,709
Las Brisas	1.06	1,773.17	3,571	4,557	9,900	2,561	12,461
Frontera Estates 2	0.95	1,589.16	3,200	11,619	16,408	3,864	20,272
Bienestar 9A Ph 1	2.96	4,951.50	9,971	31,415	46,337	7,336	53,673
Bienestar 9A Ph 2	1.11	1,856.81	3,739	12,816	18,411	1,536	19,947
Bienestar 9B Phase 1 & 2	5.45	9,116.77	18,358	39,156	66,631	17,023	83,654
Industrial Park - Magrino		-	-	-	-	3,256	3,256
Industrial Park - Sam Group		-	-	-	-	1,091	1,091
Santa Cecilia 1	1.39	2,325.20	4,682	14,046	21,054	2,997	24,051
Santa Cecilia 2	1.43	2,392.11	4,817	11,585	18,794	4,480	23,274
Santa Cecilia 3	1.68	2,810.31	5,659	14,919	23,388	3,835	27,223
Santa Cecilia 4	1.30	2,174.64	4,379	18,000	24,554	4,995	29,549
Belleza del Desierto Phase 1	0.67	1,120.78	2,257	13,242	16,620	2,499	19,119
Belleza del Desierto Phase 2	0.93	1,555.71	3,133	2,641	7,329	833	8,162
Bienestar 10	1.54	2,576.12	5,187	20,823	28,586	4,995	33,582
Bienestar 11	0.68	1,137.51	2,291	5,693	9,121	1,250	10,370
Totals	**34.22**	**57,250.00**	**$ 115,282**	**$ 355,790**	**$ 528,322**	**$ 98,256**	**$ 626,578**

SUMMARY	
Labor	**42,000**
Maintenance / Other	**-**
Tools & Equipment	**-**
Fuel & Diesel	**3,640**
Total Summary	**$ 45,640**

PT	15,250
Direct Maint	111,642
Water	355,790
Electricity	98,256
Allocation - Parks	45,640
	$ 626,578

CITY OF SAN LUIS
PARKS DEPARTMENT
WATER BILLS / RETENTION BASIN ACCOUNTS

ASSESSMENT DISTRICTS			Estimation FY 2022												
No Cta	NAME	ADDRESS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	Feb	Mar	Apr	Estimated Monthly Usage		Usage	Total Budget
130811-001	Rancho Los Oros	1341 LOS PORTALES AVE	323.93	343.41	338.09	372.63	328.95	382.67	379.71	267.85	346.66	245.13	332.90		3,994.84	3,995
131031-001	Rancho Los Oros	1383 LOS PORTALES AVE	344.89	327.77	329.24	338.09	308.29	281.43	256.93	235.09	290.59	296.49	300.88		3,610.57	3,611
131331-001	Rancho Los Oros	1425 LOS PORTALES AVE	361.70	359.35	378.53	459.41	384.14	305.04	272.58	207.64	314.20	317.14	335.97		4,031.68	4,032
131661-001	Rancho Los Oros	1463 LOS PORTALES AVE	584.54	673.97	675.44	537.62	439.63	341.64	298.55	271.40	364.66	242.17	442.96		5,315.54	5,316
15990-001	Rio Sereno	283 E VIRGINIA ST	650.95	675.44	764.58	488.91	674.56	471.21	349.90	303.56	311.53	429.30	511.99		6,143.93	6,144
15991-001	Rio Sereno	247 E NANCY ST	1,854.84	4,882.72	6,405.96	-57,726.77	216.49	233.91	234.50	233.91	209.71	209.12	222.94		2,675.28	2,675
16990-001	Las Quintas 1 - Ph 1	1653 N. LEORNARDO AVE	1,214.08	1,432.79	796.46	752.18	684.00	946.09	614.35	691.98	648.58	916.57	869.71		10,436.50	10,436
16991-001	Las Quintas 1 - Ph 2	1497 N 9 TH AVE	603.13	627.64	400.08	260.18	295.30	462.95	398.60	458.21	365.84	336.92	420.89		5,050.62	5,051
16992-001	Las Quintas 1 - Ph 2	1569 N NYDIA AVE	865.22	1,172.18	945.21	764.88	410.12	292.06	264.90	287.03	511.34	501.61	601.46		7,217.46	7,217
17999-001	Bienestar 7A	1429 N 9TH AVE	1,442.23	1,348.68	1,022.83	726.80	764.29	1,306.46	563.88	626.75	667.18	733.59	920.27		11,043.23	11,043
24342-002	Bienestar 9A Ph2	4015 E Los Olivos	1,199.33	1,398.55	1,508.64	1,104.00	1,015.16	1,134.99	627.05	711.75	878.79	1,101.34	1,067.96		12,815.52	12,816
65332-001	Los Portales	285 RIO SONORA ST	615.83	667.48	606.67	429.30	483.02	361.42	266.97	303.26	389.45	442.28	456.57		5,478.82	5,479
90008-001	Bienestar 7B	1245 N CABELLO AVE	207.63	1,062.39	418.67	375.28	233.32	222.99	257.81	361.70	322.17	299.13	376.11		4,513.31	4,513
90007-001	Bienestar 7B	1962 E. STEPHEN ST.	809.44	877.92	545.88	384.43	469.73	642.98	532.30	647.99	500.72	550.60	596.20		7,154.39	7,154
90006-001	Bienestar 7B	1135 N. 9TH AVE	807.97	849.00	640.03	338.98	343.11	514.89	497.77	477.70	380.00	526.70	537.62		6,451.38	6,451
90009-001	PARKS-RET BASIN	2096 E LOPEZ ST	508.99	527.29	541.46	247.49	250.74	323.34	297.96	318.03	267.85	251.33	353.45		4,241.38	4,241
90023-001	Bienestar 7B	1076 N. Villareal Ave	207.63	652.72	352.85	281.12	266.08	308.58	300.32	230.08	236.57	299.44	313.54		3,762.47	3,762
90014-001	Los Olivos	1544 E LOS OLIVOS DR	1,812.05	1,941.03	1,920.66	1,667.72	1,861.63	1,575.04	671.31	673.97	799.71	1,143.54	1,406.67		16,879.99	16,880
90022-001	Bienestar 8A	331 N FIGUEROA DR	1,126.13	1,177.19	1,229.72	1,122.29	1,045.27	207.63	207.63	207.63	718.24	1,729.11	877.08		10,525.01	10,525
90043-001	Bienestar 8B	1735 SAN PEDRO ST	1,492.99	1,484.44	1,641.15	1,065.62	1,039.65	611.69	602.83	698.47	689.61	902.70	1,022.92		12,274.98	12,275
90044-001	Bienestar 8B	2029 E SN PEDRO ST	694.04	774.91	777.27	1,022.24	1,005.42	586.61	540.86	386.51	750.71	912.74	745.13		8,941.57	8,942
90050-001	Frontera States	928 E WASHINGTON LN	1,077.73	1,061.78	1,120.22	1,396.48	1,411.84	973.24	279.36	506.62	809.15	1,045.85	968.23		11,618.72	11,619
90052-001	Bienestar 9A Phase 1	3751 E UDALL LN	2,104.83	2,881.64	3,345.61	2,585.91	3,289.83	3,706.58	1,523.68	1,553.20	2,299.91	2,888.14	2,617.93		31,415.20	31,415
90057-001	Las Brisas	1422 N SOL AVE	479.17	453.79	453.20	389.15	328.65	310.94	349.01	295.89	359.35	377.94	379.71		4,556.51	4,557
90065-001	CITY OF SAN LUIS - 9B	216 N FRANK SANDOVAL CT	1,029.32	1,367.56	1,782.53	1,457.58	786.71	1,256.29	725.92	767.24	804.42	886.18	1,086.38		13,036.50	13,037
90066-001	CITY OF SAN LUIS - 9B	3415 E JANET NAPOLITANO BLVD	2,277.49	3,180.63	3,544.83	2,664.71	1,494.17	2,388.46	1,303.22	1,502.43	1,606.92	1,803.79	2,176.67		26,119.98	26,120
90075-002	Las Quintas 2	1530 N QUINTERO AVE	1,386.44	1,446.66	1,731.18	956.42	667.77	1,193.72	928.38	1,073.59	690.79	640.33	1,071.53		12,858.34	12,858
90076-002	Las Quintas 2	1690 N QUINTERO AVE	207.63	207.63	207.64	341.64	222.99	208.54	208.23	208.23	209.42	209.12	223.11		2,677.28	2,677
90080-002	Sta Cecilia 1	3809 Ortega	1,445.47	1,665.95	1,738.86	1,112.56	908.91	1,038.47	733.88	786.43	1,108.14	1,166.56	1,170.52		14,046.28	14,046
90082-002	Sta Cecilia 2	4027 Ortega	207.63	1,799.94	1,304.99	989.78	1,097.80	1,219.98	563.00	620.54	887.06	963.80	965.45		11,585.42	11,585
90088-002	Santa Cecilia 3	161 N Agave AVE	1,792.60	1,311.68	1,615.97	1,341.66	1,206.26	850.91	890.32	1,011.91	1,174.54	1,236.52	1,243.24		14,918.84	14,919
90092-002	Santa Cecilia 4	4255 E SAN PEDRO ST	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00		18,000.00	18,000
90089-001	Bienestar 10	163 S. Ave. F				58.62	129.64	139.75	140.81	138.69	149.06	155.13	130.24		1,562.91	1,563
90090-001	Bienestar 10	3739 E. San Gabriel St.	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00		18,000.00	18,000
90091-001	Bienestar 10	102 S. 19th Ave.									138.69	71.32	105.01		1,260.06	1,260
	Bienestar 11								733.88	786.43	1,108.14	1,166.56	948.75		5,692.52	5,693
90093-001	Belleza Del Desierto Phase 1	4193 E. Santa Palimira St	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00		12,000.00	12,000
90094-001	Belleza Del Desierto Phase 1	101 S. Plumeria Ave.							126.98	79.90	99.05	108.21	103.54		1,242.42	1,242
	Belleza del Desierto Phase 2								279.36	506.62	809.15	1,045.85	660.25		2,640.98	2,641
		TOTAL Utility Exps	**33,735.85**	**42,634.13**	**43,084.45**	**(27,693.09)**	**28,063.47**	**28,800.50**	**21,222.74**	**22,438.23**	**26,217.90**	**30,152.25**	**30,563.74**		**355,790.41**	**355,790**
	Retention Basin / Improv. Distrits - Assessment		33,735.85	42,634.13	43,084.45	(27,693.09)	28,063.47	28,800.50	21,222.74	22,438.23	26,217.90	30,152.25	30,563.74		355,790.41	355,790
	Total (-) Assessment (=) Parks Water Expenses		-	-	-	-	-	-	-	-					-	

CITY OF SAN LUIS

Assessment Districts - Budget 2021 -2022

Street Lighting

DISTRICT	Light Type	Maintenance	Cost / Unit	Monthly Cost	Surcharge	Total Annual Cost
BIENESTAR 7A	100 W	18	$6.320	113.76	14.97	1,544.77
	150 W	2	$8.820	17.64	2.32	239.54
	POLES	20	$2.660	53.20	7.00	722.41
				184.60	**24.29**	**2,506.72**
BIENESTAR 7B	100 W	25	$6.320	158.00	20.79	2,145.51
	150 W	5	$8.820	44.10	5.80	598.84
	POLES	27	$2.660	71.82	9.45	975.26
				273.92	**36.05**	**3,719.61**
LAS QUINTAS 1 - Ph1	100 W	15	$6.320	94.80	12.48	1,287.31
	150 W	3	$8.820	26.46	3.48	359.31
	POLES	18	$2.660	47.88	6.30	650.17
				169.14	**22.26**	**2,296.79**
LAS QUINTAS I - Ph2	100 W	12	$6.320	75.84	9.98	1,029.85
	POLES	12	$2.660	31.92	4.20	433.45
				107.76	**14.18**	**1,463.29**
*** LAS QUINTAS 2	41 W	25	$2.790	69.75	9.18	947.15
Type/Leds	POLES	23	$2.870	66.01	8.69	896.36
				135.76	**17.87**	**1,843.51**
LOS PORTALES 4& 5	100 W	13	$6.320	82.16	10.81	1,115.67
	POLES	13	$2.660	34.58	4.55	469.57
				116.74	**15.36**	**1,585.24**
RANCHO LOS OROS	100 W	44	$6.320	278.08	36.60	3,776.10
	150 W	6	$8.820	52.92	6.96	718.61
	POLES	46	$2.660	122.36	16.10	1,661.55
				453.36	**59.66**	**6,156.27**
RIO SERENO	100 W	15	$6.320	94.80	12.48	1,287.31
	150 W	3	$8.820	26.46	3.48	359.31
	POLES	18	$2.660	47.88	6.30	650.17
				169.14	**22.26**	**2,296.79**
LOS OLIVOS	100 W	34	$6.320	214.88	28.28	2,917.90
	250 W	5	$11.460	57.30	7.54	778.09
	POLES	35	$2.660	93.10	12.25	1,263.22
				365.28	**48.07**	**4,959.21**
BIENESTAR 8A	100 W	25	$6.320	158.00	20.79	2,145.51
	250 W	3	$11.460	34.38	4.52	466.85
	POLES	26	$2.660	69.16	9.10	939.14
				261.54	**34.42**	**3,551.50**
BIENESTAR 8B	100 W	37	$6.320	233.84	30.77	3,175.36
	250 W	5	$11.460	57.30	7.54	778.09
	POLES	38	$2.660	101.08	13.30	1,372.59
				392.22	**51.62**	**5,326.03**
LAS BRISAS	100 W	21	$6.320	132.72	17.47	1,802.23
	250 W	0	$11.460	-	-	-
	POLES	21	$2.660	55.86	7.35	758.53
				188.58	**24.82**	**2,560.77**
FRONT. ESTATES 2	100 W	20	$6.320	126.40	16.63	1,716.41
	250 W	8	$11.460	91.68	12.07	1,244.94
	POLES	25	$2.660	66.50	8.75	903.02
				284.58	**37.45**	**3,864.37**

CITY OF SAN LUIS

Assessment Districts - Budget 2021 -2022

Street Lighting

	DISTRICT	Light Type	Maintenance	Cost / Unit	Monthly Cost	Surcharge	Total Annual Cost
	BIENESTAR 9A PH 1	100 W	35	$6.320	221.20	29.11	3,003.72
		250 W	16	$11.460	183.36	24.13	2,489.88
		POLES	51	$2.660	135.66	17.85	1,842.15
					540.22	**71.09**	**7,335.76**
***	BIENESTAR 9A Ph 2	41 W	21	$2.790	58.59	7.71	795.61
	Type/Leds	POLES	19	$2.870	54.53	7.18	740.47
					113.12	**14.89**	**1,536.08**
	BIENESTAR 9B	100 W	94	$6.320	594.08	78.18	8,067.13
		250 W	29	$11.460	332.34	43.74	4,512.91
		POLES	94	$2.660	250.04	32.91	3,395.34
		POLES	29	$2.660	77.14	10.15	1,047.50
					1,253.60	**164.97**	**17,022.89**
	Industrial Park - Magrino	150 W	21	$8.820	185.22	24.37	2,515.14
		POLES	19	$2.870	54.53	7.18	740.47
					239.75	**31.55**	**3,255.61**
	Industrial Park - Sam Group	150 W	7	$8.820	61.74	8.12	838.38
		POLES	7	$2.660	18.62	2.45	252.84
					80.36	**10.58**	**1,091.22**
	Santa Cecilia 1	100 W	39	$2.790	108.81	14.32	1,477.55
	Type/Leds	POLES	39	$2.870	111.93	14.73	1,519.92
					220.74	**29.05**	**2,997.47**
	Santa Cecilia 2						
	41W Led	LIGHTs	29	$2.790	80.91	10.65	1,098.69
	108W Led	LIGHTs	5	$4.940	24.70	3.25	335.41
	174W Led	LIGHTs	10	$10.270	102.70	13.52	1,394.58
	30 ft Steel	POLES	27	$2.870	77.49	10.20	1,052.25
	38 ft Steel	POLES	15	$2.940	44.10	5.80	598.84
					329.90	**43.41**	**4,479.78**
	Santa Cecilia 3						
	41W Led	LIGHTs	26	$3.130	81.38	10.71	1,105.08
	108W Led	LIGHTs	14	$6.040	84.56	11.13	1,148.26
	174W Led	LIGHTs	1	$9.220	9.22	1.21	125.20
	30 ft Steel	POLES	22	$2.870	63.14	8.31	857.39
	38 ft Steel	POLES	15	$2.940	44.10	5.80	598.84
					282.40	**37.16**	**3,834.77**
NEW	Santa Cecilia 4						
	41W Led	LIGHTs	24	$3.130	75.12	9.89	1,020.07
	108W Led	LIGHTs	11	$6.040	66.44	8.74	902.20
	174W Led	LIGHTs	11	$9.220	101.42	13.35	1,377.20
	30 ft Steel	POLES	22	$2.870	63.14	8.31	857.39
	38 ft Steel	POLES	21	$2.940	61.74	8.12	838.38
					367.86	**48.41**	**4,995.24**
NEW	Belleza Del Desierto Phase 1						
	41W Led	LIGHTs	12	$3.130	37.56	4.94	510.03
	108W Led	LIGHTs	5	$6.040	30.20	3.97	410.09
	174W Led	LIGHTs	6	$9.220	55.32	7.28	751.20
	30 ft Steel	POLES	11	$2.870	31.57	4.15	428.70
	38 ft Steel	POLES	10	$2.940	29.40	3.87	399.23
					184.05	**24.22**	**2,499.25**
NEW	Bienestar 10						
	41W Led	LIGHTs	24	$3.130	75.12	9.89	1,020.07
	108W Led	LIGHTs	11	$6.040	66.44	8.74	902.20
	174W Led	LIGHTs	11	$9.220	101.42	13.35	1,377.20
	30 ft Steel	POLES	22	$2.870	63.14	8.31	857.39
	38 ft Steel	POLES	21	$2.940	61.74	8.12	838.38
					367.86	**48.41**	**4,995.24**

CITY OF SAN LUIS

Assessment Districts - Budget 2021 -2022

Street Lighting

	DISTRICT	Light Type	Maintenance	Cost / Unit	Monthly Cost	Surcharge	Total Annual Cost
NEW	Belleza Del Desierto Phase 2						
	41W Led	LIGHTs	12	$3.130	37.56	4.94	170.01
	108W Led	LIGHTs	5	$6.040	30.20	3.97	136.70
	174W Led	LIGHTs	6	$9.220	55.32	7.28	250.40
	30 ft Steel	POLES	11	$2.870	31.57	4.15	142.90
	38 ft Steel	POLES	10	$2.940	29.40	3.87	133.08
					184.05	**24.22**	**833.08**
NEW	Bienestar 11						
	41W Led	LIGHTs	12	$3.130	37.56	4.94	255.02
	108W Led	LIGHTs	5	$6.040	30.20	3.97	205.05
	174W Led	LIGHTs	6	$9.220	55.32	7.28	375.60
	30 ft Steel	POLES	11	$2.870	31.57	4.15	214.35
	38 ft Steel	POLES	10	$2.940	29.40	3.87	199.61
					184.05	**24.22**	**1,249.63**

GRAND TOTAL:	**7,450.58**	**980.50**	**98,256.12**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. F.**

Meeting Date: 06/09/2021

Department Head: Monica Castro, Director of Finance, Finance Department

Submitted By: Roula Encinas, Accountant, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance and approval of the Tentative Budget for Fiscal Year 2021-2022. **(Monica Castro, Director of Finance)**

SUMMARY:

Pursuant to state statute, the City Council is required to adopt a tentative budget to set the maximum ceiling for expenditures. Prior to the final adoption of the Fiscal Year 2021-2022 budget, City Council may reallocate expenditures and revenues among departments differently than set forth in the tentative budget and may decrease expenditures as well.

A budget preparation workshop was held on April 16-17, 2021. The administrative staff has compiled the data from the work session for expected revenues and expenditures/expenses for Fiscal Year 2021-2022. The tentative budget is now submitted for City Council's acceptance.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2021-2022 AS PRESENTED.

Fiscal Impact

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

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

There is no fiscal impact associated with this item.

Attachments

Tentative Budget FY 2022

Official City and Town Budget Form FY 22

Tentative Budget FY 2022 Overview

City of San Luis

Annual Budget by Organization Report

Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 100 General Fund						
Revenue						
100 - General Fund	$23,491,490.74	$21,166,900.00	$21,166,900.00	$19,070,936.08	$23,942,170.00	$24,158,443.00
100-181 - General Fund,Police Department	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Revenue Totals	$23,491,490.74	$21,166,900.00	$21,166,900.00	$19,070,936.08	$23,942,170.00	$24,158,443.00
Expenditures						
100-110 - General Fund,City Council	$801,754.47	$1,278,040.00	$1,119,042.00	$670,981.62	$1,381,095.00	$1,405,510.00
100-115 - General Fund,City Administration	$460,547.04	$467,116.00	$466,616.00	$428,779.84	$549,792.00	$1,116,576.00
100-116 - General Fund,City Clerk	$255,885.94	$342,247.00	$342,247.00	$322,017.38	$278,844.00	$254,520.00
100-117 - General Fund,City Attorney	$379,475.61	$295,105.00	$293,835.00	$331,670.44	$258,179.00	$257,344.00
100-118 - General Fund,City Prosecutor	$271,941.58	$281,960.00	$289,690.00	$257,158.07	$338,372.00	$334,052.00
100-120 - General Fund,Finance	$867,342.89	$495,694.00	$504,484.00	$769,183.52	$502,630.00	$512,110.00
100-125 - General Fund,Human Resources	$410,439.31	$400,869.00	$382,869.00	$356,570.84	$424,328.00	$420,698.00
100-130 - General Fund,Development Services	$321,581.35	$495,910.00	$495,910.00	$286,369.30	$507,245.00	$536,295.00
100-131 - General Fund,Building Safety	$347,922.22	$392,550.00	$396,860.00	$316,406.71	$458,160.00	$491,570.00
100-135 - General Fund,Economic Development	$278,732.81	$321,610.00	$321,610.00	$268,935.21	$387,939.00	$375,588.00
100-140 - General Fund,Cultural Center	$248,868.95	$285,940.00	$280,450.00	$207,394.62	$233,960.00	$223,300.00
100-144 - General Fund,Parks	$1,276,634.57	$1,397,100.00	$1,404,630.00	$1,237,485.60	$1,638,770.00	$1,487,910.00
100-145 - General Fund,Recreation	$400,067.05	$442,030.00	$453,010.00	$294,216.67	$311,590.00	$408,360.00
100-146 - General Fund,Youth Center	$239,124.25	$310,810.00	$312,850.00	$221,336.29	$257,610.00	$254,520.00
100-147 - General Fund,Municipal Pool	$214,121.18	$307,650.00	$307,650.00	$160,844.90	$266,330.00	$262,660.00
100-149 - General Fund,Parks & Rec. Administration	$0.00	$0.00	$0.00	$4,101.88	$455,080.00	$345,800.00
100-150 - General Fund,Community Center	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
100-155 - General Fund,Senior Services	$230,695.35	$258,420.00	$261,070.00	$193,968.51	$269,300.00	$296,500.00
100-160 - General Fund,Municipal Court	$687,012.08	$770,760.00	$775,070.00	$651,384.98	$824,890.00	$835,820.00
100-181 - General Fund,Police Department	$4,711,467.12	$5,902,260.00	$3,792,260.00	$3,542,564.94	$6,841,002.00	$6,203,560.00
100-182 - General Fund,Fire Department	$2,434,635.54	$3,167,630.00	$2,467,630.00	$1,898,638.71	$3,237,925.00	$3,244,215.00
100-183 - General Fund,FD Station 2	$0.00	$0.00	$0.00	$0.00	$13,700.00	$13,700.00
100-710 - General Fund,Information Technology	$410,932.24	$475,399.00	$475,399.00	$466,856.67	$642,721.00	$599,036.00
100-720 - General Fund,Facilities	$418,701.45	$474,873.00	$465,623.00	$506,796.01	$513,246.00	$517,431.00
100-730 - General Fund,Fleet Services	$165,784.52	$228,880.00	$231,030.00	$441,206.53	$289,849.00	$233,282.00
100-740 - General Fund,Risk & Property Management	$48,890.46	$476,398.00	$477,098.00	$615,450.43	$474,366.00	$475,046.00
100-750 - General Fund,Billings & Collections	$0.01	$27,832.00	$29,982.00	$601,568.66	$29,538.00	$34,938.00

City of San Luis

Annual Budget by Organization Report

Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
100-999 - General Fund,Non Departmental	$2,790,520.70	$4,600,249.00	$4,151,649.00	$786,016.82	$5,608,651.00	$8,833,911.00
Revenue Totals:	$23,491,490.74	$21,166,900.00	$21,166,900.00	$19,070,936.08	$23,942,170.00	$24,158,443.00
Expenditure Totals	$18,673,078.69	$23,897,332.00	$20,498,564.00	$15,837,905.15	$26,995,112.00	$29,974,252.00
Fund Total: General Fund	$4,818,412.05	($2,730,432.00)	$668,336.00	$3,233,030.93	($3,052,942.00)	($5,815,809.00)

City of San Luis

Annual Budget by Organization Report

Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 200 Highway User Fund						
Revenue						
200-210 - Highway User Fund,Street Repairs & Maintenance	$4,103,735.78	$4,363,000.00	$4,363,000.00	$2,944,868.27	$3,712,220.00	$4,395,580.00
200-860 - Highway User Fund,Impact Fees	$0.00	$0.00	$0.00	$0.00	$407,850.00	$407,850.00
Revenue Totals	$4,103,735.78	$4,363,000.00	$4,363,000.00	$2,944,868.27	$4,120,070.00	$4,803,430.00
Expenditures						
200-210 - Highway User Fund,Street Repairs & Maintenance	$3,278,339.02	$4,368,747.00	$3,718,747.00	$1,694,523.23	$5,667,636.00	$4,777,299.00
200-860 - Highway User Fund,Impact Fees	$0.00	$0.00	$0.00	$0.00	$1,300,000.00	$1,300,000.00
Revenue Totals:	$4,103,735.78	$4,363,000.00	$4,363,000.00	$2,944,868.27	$4,120,070.00	$4,803,430.00
Expenditure Totals	$3,278,339.02	$4,368,747.00	$3,718,747.00	$1,694,523.23	$6,967,636.00	$6,077,299.00
Fund Total: Highway User Fund	$825,396.76	($5,747.00)	$644,253.00	$1,250,345.04	($2,847,566.00)	($1,273,869.00)

City of San Luis

Annual Budget by Organization Report

Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 250 Special Rev - Public Safety						
Revenue						
250-020 - Special Rev - Public Safety,Cares ACT	$1,352,564.00	$3,000,000.00	$3,000,000.00	$2,640,179.00	$0.00	$0.00
250-135 - Special Rev - Public Safety,Economic Development	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
250-160 - Special Rev - Public Safety,Municipal Court	$0.00	$0.00	$4,180.00	$4,180.00	$0.00	$0.00
250-181 - Special Rev - Public Safety,Police Department	$747,668.82	$1,404,100.00	$1,404,100.00	$492,145.64	$995,000.00	$1,005,000.00
250-182 - Special Rev - Public Safety,Fire Department	$8,638.33	$0.00	$0.00	$0.00	$0.00	$0.00
Revenue Totals	$2,108,871.15	$4,404,100.00	$4,408,280.00	$3,136,504.64	$995,000.00	$1,005,000.00
Expenditures						
250-020 - Special Rev - Public Safety,Cares ACT	$1,352,564.00	$3,000,000.00	$2,650,000.00	$2,640,179.00	$0.00	$0.00
250-135 - Special Rev - Public Safety,Economic Development	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
250-160 - Special Rev - Public Safety,Municipal Court	$0.00	$0.00	$4,180.00	$4,179.22	$0.00	$0.00
250-181 - Special Rev - Public Safety,Police Department	$706,868.72	$1,404,100.00	$1,404,100.00	$486,415.06	$995,000.00	$1,005,000.00
250-182 - Special Rev - Public Safety,Fire Department	$8,638.33	$0.00	$0.00	$0.00	$0.00	$0.00
Revenue Totals:	$2,108,871.15	$4,404,100.00	$4,408,280.00	$3,136,504.64	$995,000.00	$1,005,000.00
Expenditure Totals	$2,068,071.05	$4,404,100.00	$4,058,280.00	$3,130,773.28	$995,000.00	$1,005,000.00
Fund Total: Special Rev - Public Safety	$40,800.10	$0.00	$350,000.00	$5,731.36	$0.00	$0.00

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 255 Special Rev - Comm Development						
Revenue						
255-019 - Special Rev - Comm Development,Covid-19 -FEMA'S PA program	$33,632.51	$0.00	$0.00	$0.00	$0.00	$0.00
255-130 - Special Rev - Comm Development,Development Services	$0.00	$0.00	$35,000.00	$35,000.00	$0.00	$0.00
255-135 - Special Rev - Comm Development,Economic Development	$119,520.39	$659,770.00	$680,914.00	$519,187.61	$0.00	$4,000,000.00
255-144 - Special Rev - Comm Development,Parks	$0.00	$0.00	$0.00	$1,000.00	$0.00	$0.00
255-146 - Special Rev - Comm Development,Youth Center	$23,350.00	$0.00	$20,000.00	$29,950.00	$0.00	$20,000.00
255-155 - Special Rev - Comm Development,Senior Services	$69,306.00	$103,000.00	$103,000.00	$51,490.60	$103,000.00	$103,230.00
255-210 - Special Rev - Comm Development,Street Repairs & Maintenance	$519,792.95	$723,000.00	$1,274,998.00	$0.00	$2,287,570.00	$4,074,490.00
Revenue Totals	$765,601.85	$1,485,770.00	$2,113,912.00	$636,628.21	$2,390,570.00	$8,197,720.00
Expenditures						
255-019 - Special Rev - Comm Development,Covid-19 -FEMA'S PA program	$102,636.53	$0.00	$0.00	$44,875.27	$0.00	$0.00
255-130 - Special Rev - Comm Development,Development Services	$0.00	$0.00	$35,000.00	$27,071.97	$0.00	$0.00
255-135 - Special Rev - Comm Development,Economic Development	$119,520.39	$659,770.00	$680,914.00	$642,691.09	$0.00	$4,000,000.00
255-144 - Special Rev - Comm Development,Parks	$670.00	$0.00	$0.00	$0.00	$0.00	$0.00
255-146 - Special Rev - Comm Development,Youth Center	$14,800.00	$0.00	$20,000.00	$3,987.13	$0.00	$20,000.00
255-155 - Special Rev - Comm Development,Senior Services	$69,774.17	$103,000.00	$103,000.00	$50,976.36	$103,000.00	$103,230.00
255-210 - Special Rev - Comm Development,Street Repairs & Maintenance	$519,792.95	$723,000.00	$1,274,998.00	$278,011.70	$2,287,570.00	$4,074,490.00
Revenue Totals:	$765,601.85	$1,485,770.00	$2,113,912.00	$636,628.21	$2,390,570.00	$8,197,720.00
Expenditure Totals	$827,194.04	$1,485,770.00	$2,113,912.00	$1,047,613.52	$2,390,570.00	$8,197,720.00
Fund Total: Special Rev - Comm Development	($61,592.19)	$0.00	$0.00	($410,985.31)	$0.00	$0.00

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 260 Judicial Collection Enhancement						
Revenue						
260-261 - Judicial Collection Enhancement,JCEF Collection	$9,352.39	$9,800.00	$9,800.00	$3,157.49	$9,800.00	$9,800.00
260-262 - Judicial Collection Enhancement,San Luis Court Enhancement	$53,693.17	$58,500.00	$58,500.00	$15,901.09	$58,500.00	$58,500.00
260-263 - Judicial Collection Enhancement,Fill the Gap	$3,431.23	$3,400.00	$3,400.00	$1,323.22	$3,500.00	$3,500.00
260-264 - Judicial Collection Enhancement,Default Fees	$37,420.42	$34,600.00	$34,600.00	$13,619.62	$34,600.00	$34,600.00
260-265 - Judicial Collection Enhancement,Warrrant Fees	$11,890.15	$9,000.00	$9,000.00	$6,790.70	$13,500.00	$13,500.00
260-266 - Judicial Collection Enhancement,San Luis Municipal Court Fare	$2,036.74	$8,100.00	$8,100.00	$494.04	$8,100.00	$8,100.00
260-268 - Judicial Collection Enhancement,Probation Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Revenue Totals	$117,824.10	$123,400.00	$123,400.00	$41,286.16	$128,000.00	$128,000.00
Expenditures						
260-261 - Judicial Collection Enhancement,JCEF Collection	$0.00	$15,000.00	$15,000.00	$6,200.00	$15,000.00	$15,000.00
260-262 - Judicial Collection Enhancement,San Luis Court Enhancement	$54,912.93	$30,000.00	$30,000.00	$29,881.37	$25,000.00	$25,000.00
260-263 - Judicial Collection Enhancement,Fill the Gap	$300.00	$10,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
260-264 - Judicial Collection Enhancement,Default Fees	$29,700.00	$20,000.00	$20,000.00	$20,000.00	$40,000.00	$40,000.00
260-265 - Judicial Collection Enhancement,Warrrant Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
260-266 - Judicial Collection Enhancement,San Luis Municipal Court Fare	$3,300.00	$0.00	$0.00	$0.00	$0.00	$0.00
260-268 - Judicial Collection Enhancement,Probation Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Revenue Totals:	$117,824.10	$123,400.00	$123,400.00	$41,286.16	$128,000.00	$128,000.00
Expenditure Totals	$88,212.93	$75,000.00	$75,000.00	$66,081.37	$85,000.00	$85,000.00
Fund Total: Judicial Collection Enhancement	$29,611.17	$48,400.00	$48,400.00	($24,795.21)	$43,000.00	$43,000.00

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 280 Employee Benefit Trust						
Revenue						
280-281 - Employee Benefit Trust,Employee Benefit Trust	$2,809,744.55	$2,693,150.00	$2,693,150.00	$1,705,038.36	$2,774,900.00	$2,917,110.00
Revenue Totals	$2,809,744.55	$2,693,150.00	$2,693,150.00	$1,705,038.36	$2,774,900.00	$2,917,110.00
Expenditures						
280-281 - Employee Benefit Trust,Employee Benefit Trust	$1,967,377.08	$2,693,150.00	$2,693,150.00	$1,401,530.64	$2,774,900.00	$2,917,110.00
Revenue Totals:	$2,809,744.55	$2,693,150.00	$2,693,150.00	$1,705,038.36	$2,774,900.00	$2,917,110.00
Expenditure Totals	$1,967,377.08	$2,693,150.00	$2,693,150.00	$1,401,530.64	$2,774,900.00	$2,917,110.00
Fund Total: Employee Benefit Trust	$842,367.47	$0.00	$0.00	$303,507.72	$0.00	$0.00

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 290 SL Community Facilities District						
Revenue						
290-291 - SL Community Facilities District,SL Community Facilities District	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
Revenue Totals	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
Revenue Totals:	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
Fund Total: SL Community Facilities District	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 300 Water						
Revenue						
300-302 - Water,Water Operation	$5,384,717.60	$5,144,800.00	$5,144,800.00	$4,234,294.20	$5,093,560.00	$4,897,430.00
300-860 - Water,Impact Fees	$0.00	$0.00	$0.00	$0.00	$196,130.00	$196,130.00
Revenue Totals	$5,384,717.60	$5,144,800.00	$5,144,800.00	$4,234,294.20	$5,289,690.00	$5,093,560.00
Expenditures						
300-301 - Water,Utility Billing & Collection	$0.00	$0.00	$0.00	$360.85	$0.00	$0.00
300-302 - Water,Water Operation	$3,341,568.95	$5,327,051.00	$3,852,051.00	$2,017,248.50	$5,938,886.00	$5,793,323.00
300-860 - Water,Impact Fees	$0.00	$0.00	$0.00	$0.00	$210,000.00	$210,000.00
Revenue Totals:	$5,384,717.60	$5,144,800.00	$5,144,800.00	$4,234,294.20	$5,289,690.00	$5,093,560.00
Expenditure Totals	$3,341,568.95	$5,327,051.00	$3,852,051.00	$2,017,609.35	$6,148,886.00	$6,003,323.00
Fund Total: Water	$2,043,148.65	($182,251.00)	$1,292,749.00	$2,216,684.85	($859,196.00)	($909,763.00)

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 310 Wastewater						
Revenue						
310-311 - Wastewater,Operations	$5,119,591.59	$6,227,700.00	$6,227,700.00	$4,150,606.77	$5,891,670.00	$4,240,920.00
310-860 - Wastewater,Impact Fees	$0.00	$0.00	$0.00	$0.00	$330,750.00	$330,750.00
Revenue Totals	$5,119,591.59	$6,227,700.00	$6,227,700.00	$4,150,606.77	$6,222,420.00	$4,571,670.00
Expenditures						
310-311 - Wastewater,Operations	$3,627,315.57	$5,331,601.00	$4,331,601.00	$2,418,882.75	$5,424,820.00	$5,418,685.00
310-860 - Wastewater,Impact Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Revenue Totals:	$5,119,591.59	$6,227,700.00	$6,227,700.00	$4,150,606.77	$6,222,420.00	$4,571,670.00
Expenditure Totals	$3,627,315.57	$5,331,601.00	$4,331,601.00	$2,418,882.75	$5,424,820.00	$5,418,685.00
Fund Total: Wastewater	$1,492,276.02	$896,099.00	$1,896,099.00	$1,731,724.02	$797,600.00	($847,015.00)

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 320 Solid Waste						
Revenue						
320-321 - Solid Waste,Operations	$1,507,813.61	$1,528,100.00	$1,528,100.00	$1,443,877.20	$1,563,280.00	$1,563,280.00
Revenue Totals	$1,507,813.61	$1,528,100.00	$1,528,100.00	$1,443,877.20	$1,563,280.00	$1,563,280.00
Expenditures						
320-321 - Solid Waste,Operations	$1,392,124.03	$1,527,137.00	$1,528,207.00	$894,522.81	$1,979,860.00	$2,018,465.00
Revenue Totals:	$1,507,813.61	$1,528,100.00	$1,528,100.00	$1,443,877.20	$1,563,280.00	$1,563,280.00
Expenditure Totals	$1,392,124.03	$1,527,137.00	$1,528,207.00	$894,522.81	$1,979,860.00	$2,018,465.00
Fund Total: Solid Waste	$115,689.58	$963.00	($107.00)	$549,354.39	($416,580.00)	($455,185.00)

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 330 Business Incubator						
Revenue						
330-331 - Business Incubator,BI	$41,813.21	$75,550.00	$75,550.00	$40,121.34	$47,350.00	$47,350.00
Revenue Totals	$41,813.21	$75,550.00	$75,550.00	$40,121.34	$47,350.00	$47,350.00
Expenditures						
330-331 - Business Incubator,BI	$185,563.15	$159,427.00	$160,127.00	$89,833.24	$159,588.00	$157,370.00
Revenue Totals:	$41,813.21	$75,550.00	$75,550.00	$40,121.34	$47,350.00	$47,350.00
Expenditure Totals	$185,563.15	$159,427.00	$160,127.00	$89,833.24	$159,588.00	$157,370.00
Fund Total: Business Incubator	($143,749.94)	($83,877.00)	($84,577.00)	($49,711.90)	($112,238.00)	($110,020.00)

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 340 Ambulance Service						
Revenue						
340-341 - Ambulance Service,AS	$2,317,720.30	$2,523,000.00	$2,523,000.00	$1,890,225.53	$2,162,290.00	$3,119,450.00
Revenue Totals	$2,317,720.30	$2,523,000.00	$2,523,000.00	$1,890,225.53	$2,162,290.00	$3,119,450.00
Expenditures						
340-341 - Ambulance Service,AS	$1,999,917.94	$2,884,298.00	$3,806,998.00	$1,905,792.21	$3,092,787.00	$3,333,406.00
Revenue Totals:	$2,317,720.30	$2,523,000.00	$2,523,000.00	$1,890,225.53	$2,162,290.00	$3,119,450.00
Expenditure Totals	$1,999,917.94	$2,884,298.00	$3,806,998.00	$1,905,792.21	$3,092,787.00	$3,333,406.00
Fund Total: Ambulance Service	$317,802.36	($361,298.00)	($1,283,998.00)	($15,566.68)	($930,497.00)	($213,956.00)

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 802 Business Center						
Revenue						
802-820 - Business Center,BC	$595,226.11	$1,168,610.00	$1,168,610.00	$550,000.00	$1,134,210.00	$1,135,830.00
Revenue Totals	$595,226.11	$1,168,610.00	$1,168,610.00	$550,000.00	$1,134,210.00	$1,135,830.00
Expenditures						
802-820 - Business Center,BC	$659,950.00	$1,149,182.00	$1,149,182.00	$955,600.78	$1,136,010.00	$1,135,829.00
Revenue Totals:	$595,226.11	$1,168,610.00	$1,168,610.00	$550,000.00	$1,134,210.00	$1,135,830.00
Expenditure Totals	$659,950.00	$1,149,182.00	$1,149,182.00	$955,600.78	$1,136,010.00	$1,135,829.00
Fund Total: Business Center	($64,723.89)	$19,428.00	$19,428.00	($405,600.78)	($1,800.00)	$1.00

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 803 SLDF-Detention Facility Corp						
Revenue						
803-830 - SLDF-Detention Facility Corp,SLDF - BS 2005	$24,496,070.73	$25,000,000.00	$25,000,000.00	$8,778,692.30	$0.00	$25,000,000.00
Revenue Totals	$24,496,070.73	$25,000,000.00	$25,000,000.00	$8,778,692.30	$0.00	$25,000,000.00
Expenditures						
803-830 - SLDF-Detention Facility Corp,SLDF - BS 2005	$26,300,015.72	$25,000,000.00	$23,200,000.00	$7,197,566.56	$6,247,840.00	$25,000,000.00
Revenue Totals:	$24,496,070.73	$25,000,000.00	$25,000,000.00	$8,778,692.30	$0.00	$25,000,000.00
Expenditure Totals	$26,300,015.72	$25,000,000.00	$23,200,000.00	$7,197,566.56	$6,247,840.00	$25,000,000.00
Fund Total: SLDF-Detention Facility Corp	($1,803,944.99)	$0.00	$1,800,000.00	$1,581,125.74	($6,247,840.00)	$0.00

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 804 Debt Service Fund						
Revenue						
804-840 - Debt Service Fund,CIC - BS 2005	$1,316,459.78	$1,200,800.00	$1,200,800.00	$199.92	$1,255,500.00	$1,255,500.00
Revenue Totals	$1,316,459.78	$1,200,800.00	$1,200,800.00	$199.92	$1,255,500.00	$1,255,500.00
Expenditures						
804-840 - Debt Service Fund,CIC - BS 2005	$1,208,227.12	$1,200,800.00	$9,003,100.00	$298,431.50	$1,255,500.00	$1,256,150.00
Revenue Totals:	$1,316,459.78	$1,200,800.00	$1,200,800.00	$199.92	$1,255,500.00	$1,255,500.00
Expenditure Totals	$1,208,227.12	$1,200,800.00	$9,003,100.00	$298,431.50	$1,255,500.00	$1,256,150.00
Fund Total: Debt Service Fund	$108,232.66	$0.00	($7,802,300.00)	($298,231.58)	$0.00	($650.00)

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 806 Impact Fees						
Revenue						
806-115 - Impact Fees,City Administration	$0.00	$0.00	$0.00	$0.00	$122,220.00	$122,220.00
806-144 - Impact Fees,Parks	$0.00	$0.00	$0.00	$0.00	$277,690.00	$277,690.00
806-181 - Impact Fees,Police Department	$0.00	$0.00	$0.00	$0.00	$182,020.00	$182,020.00
806-182 - Impact Fees,Fire Department	$0.00	$0.00	$0.00	$0.00	$222,100.00	$222,100.00
806-860 - Impact Fees,Impact Fees	$1,039,258.41	$2,446,300.00	$2,446,300.00	$809,228.65	$804,030.00	$0.00
Revenue Totals	$1,039,258.41	$2,446,300.00	$2,446,300.00	$809,228.65	$1,608,060.00	$804,030.00
Expenditures						
806-115 - Impact Fees,City Administration	$0.00	$0.00	$0.00	$0.00	$180,000.00	$180,000.00
806-144 - Impact Fees,Parks	$0.00	$0.00	$0.00	$0.00	$912,200.00	$912,200.00
806-181 - Impact Fees,Police Department	$0.00	$0.00	$0.00	$0.00	$494,270.00	$428,000.00
806-182 - Impact Fees,Fire Department	$0.00	$0.00	$0.00	$0.00	$250,000.00	$250,000.00
806-860 - Impact Fees,Impact Fees	$468,882.06	$2,446,300.00	$1,821,300.00	$261,637.36	$238,500.00	$0.00
Revenue Totals:	$1,039,258.41	$2,446,300.00	$2,446,300.00	$809,228.65	$1,608,060.00	$804,030.00
Expenditure Totals	$468,882.06	$2,446,300.00	$1,821,300.00	$261,637.36	$2,074,970.00	$1,770,200.00
Fund Total: Impact Fees	$570,376.35	$0.00	$625,000.00	$547,591.29	($466,910.00)	($966,170.00)

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Summary

	2020 Actual Amount	2021 Adopted Budget	2021 Amended Budget	2021 Actual Amount	2022 Department Request	2022 Proposed Continuation Budget
Fund: 808 Assessment Districts						
Revenue						
808-880 - Assessment Districts,Assessment Districts	$482,033.58	$520,056.00	$470,143.00	$476,753.86	$0.00	$626,578.00
Revenue Totals	$482,033.58	$520,056.00	$470,143.00	$476,753.86	$0.00	$626,578.00
Expenditures						
808-880 - Assessment Districts,Assessment Districts	$488,323.95	$520,056.00	$470,143.00	$167,462.39	$201,000.00	$626,578.00
Revenue Totals:	$482,033.58	$520,056.00	$470,143.00	$476,753.86	$0.00	$626,578.00
Expenditure Totals	$488,323.95	$520,056.00	$470,143.00	$167,462.39	$201,000.00	$626,578.00
Fund Total: Assessment Districts	($6,290.37)	$0.00	$0.00	$309,291.47	($201,000.00)	$0.00
Revenue Grand Totals:	$75,700,473.09	$80,073,736.00	$80,656,145.00	$49,911,761.49	$53,633,510.00	$84,429,451.00
Expenditure Grand Totals:	$66,574,161.30	$82,469,951.00	$82,480,362.00	$39,385,766.14	$67,929,479.00	$94,976,387.00
Net Grand Totals:	$9,126,311.79	($2,396,215.00)	($1,824,217.00)	$10,525,995.35	($14,295,969.00)	($10,546,936.00)

CITY OF SAN LUIS
Summary Schedule of Estimated Revenues and Expenditures/Expenses
FISCAL YEAR 2022

Fiscal Year		Sch	FUNDS						
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	$ 18,387,634	$ 9,742,939	$ 32,203,100	$ 1,173,500	$ 14,828,166	$ -	$ 76,335,339
2021	Actual Expenditures/Expenses**	E	15,150,477	7,207,030	18,730,385	1,028,448	11,914,199	-	54,030,539
2022	Fund Balance/Net Position at July 1***		28,898,594	2,305,097	(9,315,783)	2,496,258	35,674,068	3,918,092	63,976,327
2022	Secondary Property Tax Levy	B	-	626,578	-	-	-		626,578
2022	Estimated Revenues Other than Property Taxes	C	24,158,443	10,482,330	25,000,000	804,030	14,995,310	2,917,110	78,357,223
2022	Other Financing Sources	D	-	-	-	-	-	-	-
2022	Other Financing (Uses)	D	-	-	-	-	-	-	-
2022	Interfund Transfers In	D	-	3,654,320	1,255,500	-	535,830	-	5,445,650
2022	Interfund Transfers (Out)	D	4,749,490	516,160	-	180,000	-	-	5,445,650
2022	Reduction for Amounts Not Available:								
LESS:	Amounts for Future Debt Retirement:		-	-	-	-	-		-
2022	Total Financial Resources Available		48,307,547	16,552,165	16,939,717	3,120,288	51,205,208	6,835,202	142,960,128
2022	Budgeted Expenditures/Expenses	E	$ 25,224,762	$ 15,475,437	$ 26,256,150	$ 1,590,200	$ 18,067,078	$ 2,917,110	$ 89,530,737

EXPENDITURE LIMITATION COMPARISON	2021	2022
1. Budgeted expenditures/expenses	$ 76,198,615	$ 89,530,737
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	76,198,615	89,530,737
4. Less: estimated exclusions	27,349,982	39,816,118
5. Amount subject to the expenditure limitation	48,848,633	49,714,619
6. EEC expenditure limitation	$ 51,163,711	$ 54,011,497

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

FY 2022 Tentative Budget Summary

FY 2021-22 budget is $ 94,976,387 Million

We have a balanced budget as required by statute.

City of San Luis is committed to prudent fiscal practices. Accordingly, we are setting aside reserves to maintain essential services in place for 6 months, in the event of a major economic downturn.

Despite the impact of the COVID 19 pandemic, we are well positioned for recovery. Businesses are opening, and life is returning to normalcy.

Our budget for FY 2022 looks promising. Long awaited projects the community needs are included in this budget.

TENTATIVE BUDGET FY 2022		
Revenues	$	84,429,451
Operational		30,109,549
Grants		9,287,720
Contingency		300,000
Capital improvement		17,040,700
Debt service		4,249,080
Transfers		5,445,650
SLDF		25,000,000
Trust		2,917,110
Assesments		626,578
Total Budget	**$**	**94,976,387**

WHAT IS INCLUDED?

PERSONNEL
✓ 293 FT, 33 PT
✓ Implementation of third phase of salary adjustment 670 K
✓ 12 new FT, 1 new PT
✓ 3 promotions
Items added after budget retreat
➢ 1 FT position Senior Center

CAPITAL PROJECTS
✓ Construction first phase east park
✓ Construction Fire substation
✓ Matching funds for Mesa street and Rancho Los Oros phase II grants
✓ Purchase San Luis Fire Ladder
✓ Construction fleet shop
✓ 4 million infrastructure W, AND WW
✓ 2.8 million street projects
✓ 3.4 million miscellaneous capital projects across all funds
✓ 5.1 million for miscellaneous grants, includes ARPA grant.
Items added after budget retreat
➢ Construction 1st phase PD substation
➢ Expansion and design city hall west wing
➢ Build grant matching funds (Cesar Chavez Blvd)
➢ Street lighting and F street widening design

Unity is strength… when there is teamwork and collaboration, wonderful things can be achieved

THANK YOU

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. G.**

Meeting Date: 06/09/2021

Department Head: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the request to purchase a large volume of water meters and MXUs from Dana Kepner Company due to the shortage of supplies and the increased lead-times for products. **(Jorge Perez, Billing & Collections Manager)**

SUMMARY:

As we all know, COVID-19 has negatively impacted the world's health and economy. Many supplies and suppliers have struggled to keep up with the products that they offer and no one has been untouched by the current state of affairs, including Xylem (Sensus).

During the past month of May, we received a notification from Xylem (Sensus) on the impact on current orders of water meters and all other products that they offer including MXUs (Antennas). Sensus is a worldwide manufacturer and uses distributors around the globe. Our assigned distributor in the State of Arizona is Dana Kepner Company, with whom we are in touch, and keep us updated of the situation. We attempted to purchase water meters from different distributors from other states, but we keep being sent back to our local distributor in Arizona.

Dana Kepner Company just informed us of lead times of up to 22 weeks on water meters coming from Sensus. Because of this reason, we would like to place an order for water meters and MXUs that would last a year. We currently have about 120 water meters in stock for new homes, which should last about three months based on the average monthly installation rate.

Staff seeks approval for the purchase of water meters and MXUs (antennas) in the amount of $177,026.65. Purchase is to be made from Dana Kepner Company, our sole source vendor/distributor for Xylem (Sensus) products. Staff also recommends that formal bidding procedures be waived for this purchase as allowed under the San Luis City Code §3.05.010(H).

Staff also seeks approval to transfer $130,000.00 from the Water CIP account 300-302-90015 and $47,000.00 from the salaries account 300-302-50000 to Minor Tools / Equipment Supplies account 300-302-60035 in the amount of $177,000.00 to proceed with this purchase.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF THE WATER METERS IN THE AMOUNT OF $177,026.65, TO WAIVE FORMAL PURCHASING PROCEDURES, AND TO TRANSFER FUNDS AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$177,026.65
BUDGETED AMOUNT:	See fiscal impact stmt
AVAILABLE AMOUNT TO TRANSFER:	$177,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay - CIP - 300-302-90015 - $130,000.00 / Salaries - 300-302-50000 - $47,000.00

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

We are requesting transfer from:
Capital Outlay - CIP - 300-302-90015 - $130,000.00
Salaries - 300-302-50000 - $47,000.00

To:
Minor Tools and Equipment account t 300-302-60035

Attachments

Sensus Letter
Quote
Sole Source Letter
Budget Transfer Form

Dear valued customer,

The global economic recovery from the pandemic is underway, driving a surge in demand for goods across many industries—particularly those that require electronic components. Demand is outpacing supply and prices of products, services and transportation are rising. Suppliers are changing their delivery forecasts while companies globally compete for high-demand components.

No one is untouched by the current state of affairs, including Xylem. The unavailability of component parts, a fire at the facility of a key supplier and the global disruptions brought on by the pandemic are all contributing to changes in lead times. In addition, multiple suppliers are de-committing our open orders on short notice. All of these factors are having an impact on our ability to deliver what you need, when you need it. As a result, please consider this letter a notice of force majeure.

Impact on Current Orders
Our colleagues are working hard to resolve the unavailability of component parts, which currently includes electronics and resins. However, given the dynamic situation, we are unable to estimate how long the challenges will persist. We will update you periodically as we learn more about the impact and duration of the component shortage on our ability to fulfill your order.

Impact on Future Orders
In parallel, we are extending our production and delivery lead times for future orders on a product-by-product basis. We will recommit orders on a regular basis and provide you with visibility to your shipments three (3) weeks ahead of time, based on the then-current view of product availability. If there is a change in the availability of parts, products may get to you faster.

Impact on Future Pricing
We are closely monitoring the impact of inflationary pricing from component suppliers, transportation companies and others as it may affect future pricing for new orders on some of our products.

How You Can Help
The phrase, ‘we’re in this together’ has probably been spoken more in the past 14 months than in any other time in recent history. Simply put, we need your help to navigate the uncertainties. Here’s how you can contribute to the solution:

- Place your firm orders as far out as possible (provide a 12 month view, if you can)
- Use order-entry tools, such as ship flag early no, to prevent significant pull-in of orders
- Most importantly, please avoid the urge to inflate your demand or exaggerate the date you need products to arrive

Our commitment to you remains steadfast. We will provide updates in a timely manner and will continue to explore all options to address issues that are in our control and to combat those that are not. If you have questions, please reach out to your sales representative.

Sincerely,

Mike McGann
VP, Sensus Americas, Global Engineering and Assessment Services

Quote

Entered Date	Taken By	Customer #	Order #
5/25/21	frah	79120000	8179350-00
Customer PO #		**Requested Ship Date**	**Page #**
		5/26/21	1 of 1

Bill To	Ship To
CITY OF SAN LUIS ATTN: A/P MAGGIE DOMINGUEZ P.O. BOX 7740 SAN LUIS, AZ 85349	CITY OF SAN LUIS ATTN: A/P MAGGIE DOMINGUEZ P.O. BOX 7740 SAN LUIS, AZ 85349

Correspondence To
Dana Kepner Company, LLC 1185 West Glenn St. 520-624-7180 520-624-7280fax TUCSON, AZ 85705-4025

Instructions			
Ship Point	**Via**	**Shipped**	**Terms**
Dana Kepner Company, LLC			Net 30 Days

Notes

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	70MI02T100G225 5/8X3/4" iPERL, TR/PL, 25 FT, 2 WIRE, 100 GAL	504.00	PCS	142.00	PCS	71,568.00
2	70MI04ST1G26 1" iPERL, 10-3/4"LL, 2 W IRE TR/PL, 1G, 6; WIRE	10.00	PCS	215.00	PCS	2,150.00
3	74mxu520m2tchrld 520M MXU 2 PORT, TC HOURLY READ, LEAK DET	270.00	each	200.00	each	54,000.00
4	74MXU520M1TCHRLD 520M MXU, 1 PORT, TC HOURLY READ, LEAK DET	108.00	each	170.00	each	18,360.00
5	72MO071G17 2" OMNI C2 METER, 1G 17" LL	4.00	PCS	1,500.00	PCS	6,000.00
6	73Mo071G T2 METER, OMNI, 2", 1 GALLON	4.00	each	1,250.00	each	5,000.00
7	73MoR06SS1G 1-1/2" OMNI R2 METER, SS BOLTS, 1 GAL	4.00	PCS	545.00	PCS	2,180.00
8	73Mo061000G T2 METER, OMNI, 1 1/2", 1000 GALLON	4.00	each	900.00	each	3,600.00

8	**Lines Total**	**Total Order Quantity**	**908.00**	**Subtotal**	**162,858.00**
				Taxes	**14,168.65**
				Total	**177,026.65**

May 08, 2020

To Whom It May Concern:

Sensus, USA is pleased to announce that Dana Kepner Company, Inc. is the exclusive Authorized Distributor of Sensus products for the state of Arizona. Please contact Dana Kepner Company, Inc. for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at andrea.davis@xyleminc.com regarding this or any other matter.

Sincerely,

Andrea M. Davis

Andrea Davis
Sensus, USA
Sr. Director, Sales Enablement

Andrea Davis
Sr. Director, Sales Enablement
637 Davis Drive
Morrisville, NC 27560 USA
T: 919.424.8995
andrea.davis@xyleminc.com
sensus.com

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

Purchase of water meters and MXUs (antennas) from Dana Kepner, sole source vendor/distributor assigned by Xylem (Sensus). This purchase includes meters worth a whole year of supply. Purchase order is being made due to shortage of meters and delayed order times. Xylem (Sensus) has advised of a 22 weeks lead-times on all orders.

Account Number	Account Name	Amended Budget FY20/21	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 20/21
300-302-90015	Capital Outlay - CIP	$ 166,250.00		$ 130,000.00	$ 36,250.00
300-302-50000	Salaries	$ 556,580.00		$ 47,000.00	$ 509,580.00
300-302-60035	Minor Tools / Equipment Supplies		$ 177,000.00		$ 177,000.00
					$ -
					$ -
					$ -
					$ -
Total			$ 177,000.00	$ 177,000.00	

Department Head _____ Date 6/2/2021

City Manager _____ Date _____

Finance Department _____ Date _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. H.**
Meeting Date: 06/09/2021
Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department
Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0308F. A request by Edais Engineering, Inc, on behalf of the owner, for the final plat approval for Palencia Hills Subdivision. The property is located north of County 22nd Street and in alignment with Quintero Avenue. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:
This item is a request by Edais Engineering, Inc., on behalf of Riedel Holdings LLC, owner, and Salmos 127 1 LLC, future owner, for the approval of the final plat for Palencia Hills Subdivision. The subject property is Assessor Parcel ID No. 211-31-012 and is located east of the East Main Canal and north of County 22nd Street. The areas to the west, east, and north are zoned as Rural Area Residential (RA-10) and are undeveloped and only the property to the west is being used for agricultural purposes. The area to the south is zoned as Medium Density Residential (R1-6) and is where the new residential subdivision Las Quintas de San Luis 2 is located.

GENERAL PLAN:
This area is designated as Medium Density Residential (MDR) in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to the designation (Page 2-9). The MDR Land Use designation allows detached single-family residential density range up to one dwelling unit per acre.

ANALYSIS:
A development agreement for this project was approved by City Council on May 26, 2021 (Resolution No. 2180). Some of the conditions that were agreed on are the following:

- 2.1 The Owner shall have a traffic study conducted at the owner's expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with City Ordinance No. 390.
- 2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Palencia Hills Subdivision is 0.2104 acres.
- 2.3 Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.
- 2.4 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The owner shall provide a system for effective maintenance of all improvements needed or necessary to maintain grading and erosion control after the development of the subdivision.

Such future maintenance shall include, but shall not be limited to, and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

- 2.5 Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S. § 48-572.
- 2.6 Owner agrees to obtain ownership of necessary right-of-way for improvements.
- 2.7 Owner agrees to submit a complete full set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with § 18.90.040 of the Zoning Regulations. In the alternative for the provision of landscaping, the owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director and to pay to the city an amount equal to said estimate. Said monies to be used by city to provide future landscaping to city rights of way or other public property in or near the property.
- 2.8 Offset from a collector street should be set at a safe distance for the construction of required turn lanes and safe turning movements.
- 2.9 The applicant must provide to the city any documentation regarding the Home Owners Association including but not limited to the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas, and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the city, and make changes to the plat as deem necessary by the city. If the applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code § 18.15.060.
- 2.10 The terms of this Agreement are in addition to city codes, rules, fees, and regulations that are applicable to this action.

STAFF RECOMMENDATION:
Staff recommends approval of Subdivision Case No. 2021-0308F, final plat approval for Palencia Hills Subdivision. Approval subject to the applicant addressing comments on the letter dated June 3, 2021.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE SUBDIVISION CASE NO. 2021-0308F WITH THE CONDITION THAT THE APPLICANT ADDRESSES COMMENTS ON THE LETTER DATED JUNE 3, 2021.

Fiscal Impact

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

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

Attachments

Review Comments Letter dated June 3, 2021
Resolution No. 2180 - Palencia Hills Development Agreement

Location Map
Aerial Picture
Final Plat

City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

June 3, 2021

Salmos 127 1 LLC
PO Box 2754
San Luis, AZ 85349

Re: Subdivision Case No. 2021-0308F /Palencia Hills Subdivision- Final Plat

City staff has reviewed the final plat for Palencia Hills Subdivision and have the following comments:

City Engineer:

Plat

1. Identify Tract B (Quintero Avenue) as a privately maintained street. Address maintenance in HOA documents.
2. While Quintero Avenue may be intended to be a privately maintained street, there will still be City of San Luis Water and Sewer Lines within it – provide a water and sewer easement for these lines and their services.
3. Key Note 4 is shown as a drainage easement. The easement appears to be need to be privately maintained (as it is within the perimeter wall of the subdivision.) Identify it as such on the plat, address its dedication in the Dedication statement, and address maintenance in the HOA documents.
4. There is a Key Note 5 on lot 18 – should this be a Key Note 4?
5. Identify or remove the solid line shown about 20 feet just west of the west boundary of the subdivision.
6. Revise the Dedication to include setback for water meters, fire hydrants and street lights (see for example the Santa Cecilia 4 plat.)
7. If Tract A and Tract B are to be private facilities, dedicate them to the HOA in the dedication.
8. Provide CC&R's and Title Report.

Improvement Plans:

Sheet 1

1. Street is shown as a one-way sloped roadway (Detail L2.1.) Provide crowned street.
2. Provide vertical curve design criteria to ensure sight distance requirements are met (for example K values per Yuma County Standards Volume 1, Table 3.9 or similar.)
3. Backyard slopes will need to be addressed in CC&R's (similar to La Quinta 2.)

4. Provide grading details for back of sidewalk to right-of-way line for County 22nd St. adjacent to Lot 1. Provide landscaping for this area.
5. Retention basin called out as 3.5 feet deep but grades have only a 2.8' differential (high water elevation of 109.30 would have water flowing out of basin into County 22nd St.)
6. Will streetlights be private (paid for by HOA) or City of San Luis street lights?

Sheet 3

1. Manholes shall be constructed of polymer concrete.

Water and Sewer Report –

1. Provide pressure loss calculations for the water line.

Drainage Report –

1. Provide street flow calculations. Calculated street flows are listed in a table on page 7 but another table is needed to show how these were calculated (values appear different than appear to be calculated per values given in the write-up.)
2. Provide calculations for the 2' drainage channel.

Public Works Department:

Plat

- Callout 5 on plat appears to be a misprint. It points to drainage easement.
- Sight triangle to be a minimum of 25'x25'. Visibility should be verified per City of San Luis Standards.
- Include 1' non-access easement along County 22nd St and adjoining visibility triangle.
- It appears that there is an extra word in the "Notes" paragraph.
- Add language below to the plat as applicable.

RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. A THREE-FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ALL SIDES OF ALL FIRE HYDRANTS; A 12-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL WATER METERS AND A 24-INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND STREETLIGHTS IS HEREBY GRANTED.

Improvement Plans

- General comment: Designer to meet City of San Luis Standards and get approval in writing for deviations in his design.
- Provide cross section detail of west end of subdivision to better show what is happening in the proposed drainage easement.

Planning and Zoning Department:

1. Under ACKNOWLEDGMENT the owner is refer as Riedel Holdings, L.L.C.
2. Comply with all requirements of Resolution No. 2180 – Las Quintas de San Luis 3 Development Agreement.
3. Fence height must comply with the height requirements within the front and street side setbacks as per City Code §152.219.
4. The applicant provided HOA documents and are under review by city staff

Parks and Recreation Department:

1. Remove all Shrubs or Bushes from Grass area
2. Provide 6 or 7 ft of buffer around retention area (White rose rocks ¾" min or ½" buffer between block wall, fencing and sidewalk.
3. Locate all shrubs and valves on gravel area
4. Remove or relocate all trees from ROW street corners at least 20 ft from corner street site
5. Change the irrigation control from LEIT 4000 to XC HYBRID Hunter brand
6. Change the sprinklers Hunter ICV to Hunter I-20..
7. Please provide specific irrigation plans for grass on ROW area. (If planting grass please remove shrubs from that area (ROW)

Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City, and is occurring at the risk of the Developer.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563.

Thank you,

Jose A. Guzman
Director of Planning and Zoning

CONFORMED COPY
2021-21092 RESOLUTION
06/02/2021 09:15:28 AM Pages: 16 Fees: $15.00
Requested By:CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

****

CAPTION HEADING:

Resolution No. 2180
Palencia Hills Development Agreement between the City of San Luis, Arizona and Salmos 127:1; L.L.C. and repealing Resolution No. 2146.

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2180

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING PALENCIA HILLS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND SALMOS 127:1, L.L.C. AND REPEALING RESOLUTION NO. 2146.

WHEREAS, on November 10, 2020, the City of San Luis passed Resolution No. 2146 approving a development agreement with Riedel Holdings, L.L.C. for Las Quintas de San Luis 3 Subdivision project to be located in San Luis, Arizona; and

WHEREAS, on April 13, 2021, staff received a request by Riedel Holdings, L.L.C. to change the conditions of the development agreement approved by Resolution No. 2146; and

WHEREAS, on April 18, 2021, the property was sold to Salmos 127:1 L.L.C.;Owner, and desires to continue with the request to change the conditions of the development agreement approved by Resolution No. 2146; and

WHEREAS, the City of San Luis and Jose Palencia, Salmos 127:1, L.L.C.; Owner, desires to enter into a development agreement for Palencia Hills project to be located in San Luis, Arizona; and

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

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

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

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

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

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

SECTION 1. That Resolution No. 2146 is hereby repealed;

SECTION 2. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved contingent upon Ordinance No. 416 passing;

SECTION 3. That the development agreement proposed by city staff is a condition upon Ordinance No. 416 if the rezoning passes.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 26th day of May, 2021.

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Deputy City Clerk
for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
Kay Marion Macuil, City Attorney

PALENCIA HILLS DEVELOPMENT AGREEMENT

Rezoning Case Number 2020-0474B

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of this 26th day of May 2021 ("**Effective Date**") by and between the City of San Luis, an Arizona municipal corporation (the "**City**"), and Salmos 127:1, L.L.C. a limited liability corporation organized under the laws of Arizona, (the "**Owner**"). The City and the Owner may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

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

B. WHEREAS, Salmos 127:1, L.L.C.; Owner, owns approximately 10.52 acres located in the municipal limits of the City (the "**Property**") real Property located north of County 22 Street and east of the East Main Canal is more specifically described herein; and

C. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 2180.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

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

Agreement shall mean this development agreement.

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

Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping, and other improvements of any

type or kind, or any other alteration of the natural terrain to be built by the Owner or the City, as the case may be, pursuant to the terms of the Agreement.

Owner shall mean and refer to Salmos 127:1, L.L.C., and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

ARTICLE 1. DEVELOPMENT PLAN

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

1.2.Failure of Timely Performance. In the event that either Party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by Agreement of the Parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the non-breaching Party shall have their respective remedies set forth in Section 5.3 of this Agreement.

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

ARTICLE 2. SPECIAL PROVISIONS FOR INFRASTRUCTURE

2.1 The Owner shall have a traffic study conducted at the Owner's expense in accordance with said Public Works Standards of the City of San Luis and shall construct or provide for the construction and/or development of all improvements required by the said study as a condition for issuance of any permit authorizing construction or development. Improvements shall also comply with the City's Ordinance No. 390.

2.2 Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 2% Open Space required by the Zoning Regulations (Chapter 152 Table No. 2). The required 2% for Palencia Hills Subdivision is 0.2104 acres.

2.3 Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide a 54-foot right-of-way for Quintero Avenue, as shown in Exhibit 2.

2.4 Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development, including developing lots and building houses or other buildings. The Owner shall provide a system for effective

future maintenance of all improvements needed or necessary to maintain grading and erosion control after development of the subdivision. Such future maintenance shall include, but shall not be limited to and as an example only, placing common improvements such as retaining walls in common areas and establishing a homeowner's association to maintain same.

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

2.6 Owner agrees to obtain ownership of necessary right-of-way for improvements.

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

2.8 Offset from a collector street should be set at a safe distance for construction of required turn lanes and safe turning movements.

2.9 The applicant must provide to the City any documentation regarding the Home Owners Association including but not limited to Declaration of Covenants, Conditions and Restrictions (CC&Rs), the articles of incorporation, the bylaws, and the rules and regulations. The applicant must provide an acceptable mechanism to generate funds necessary to maintain any private streets, landscape, retention, common areas and amenities associated with the development including the landscape in the adjacent public right-of-way. The applicant agrees to submit a petition to create any applicable improvement district, dedicate easements to the City, and make changes to the plat as deem necessary by the City. If applicant is not in agreement with any requirement or administrative interpretation, then the appeal process shall be followed in accordance with City Code Section 152.045.

2.10 The terms of this Agreement are in addition to City codes, rules, fees and regulations that are applicable to this action.

ARTICLE 3. INDEMNIFICATION

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

3.2.If any claim, action, or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the

attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Owner shall pay the reasonable costs and expenses thereof.

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

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

ARTICLE 4. SUB AGREEMENTS

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

ARTICLE 5. MEDIATION AND DEFAULT

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

5.2. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

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

ARTICLE 6. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

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

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

ARTICLE 7. MISCELLANEOUS PROVISIONS

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

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

If to the Owner:
Salmos 127:1, L.L.C.
P.O. Box 2754
San Luis, Arizona 85349

or to such other addresses as either Party may, from time to time, designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

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 any of the provisions of the Agreement.

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

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

Exhibit 1 Legal Description of Property

Exhibit 2 Conceptual Plan

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

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

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

7.9. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

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

7.11. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

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

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

7.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.

7.15. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

7.16. Boycott. Owner certifies, to the extent permitted by law, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Salmos 127 1, L.L.C.

Signature

Print Name JOSE PALENCIA

Title PRESIDENT

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 2nd day of June, 2021, by Jose palencia on behalf of Salmos 127 1, L.L.C.

Notary Public

My Commission Expires: 10/15/2024

Exhibit 1

Legal Description of Property
Development Agreement Palencia Hills

Assessor Parcel ID no. 211-31-012

LEGAL DESCRIPTION:

PARCEL B OF THE BARKLEY LOT SPLIT NO. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, RECORDS OF YUMA COUNTY, ARIZONA

Exhibit 2

Conceptual Plan

Development Agreement Palencia Hills

PALENCIA HILLS SUBDIVISION

OFFICE OF YUMA COUNTY RECORDER

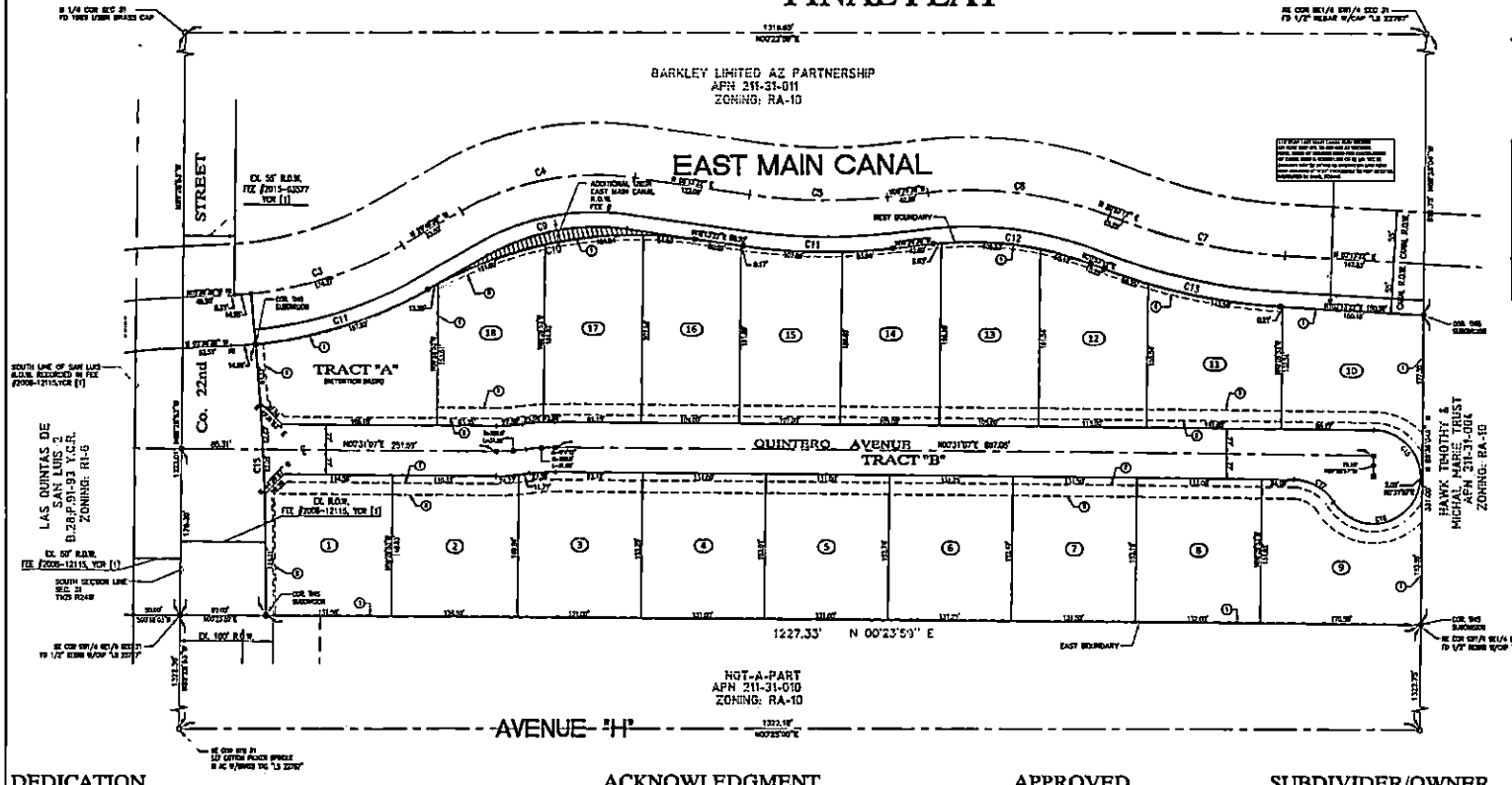
BOOK ____ OF PLATS,
PAGE ____

A SUBDIVISION OF PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R. ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC

FINAL PLAT

SCALE: 1"=60'



KEYNOTES

1. NEW NON-ACCESS EASEMENT
2. NEW 6' WIDE P.U.E. EASEMENT
3. NEW 20' WIDE "SIGHT VISIBILITY" EASEMENT
4. NEW 8' COMMON EASEMENT LINE

TRACT AREAS

TRACT "A"	81,360.53 SF

LOT AREAS

LOT	AREA(sf)	LOT	AREA(sf)
1	20019.04	10	20000.94
2	20000.34	11	20000.73
3	20043.38	12	20048.58
4	20062.12	13	20073.15
5	20028.57	14	20063.48
6	20029.15	15	20085.71
7	20031.81	16	20078.82
8	20071.85	17	20706.69
9	22165.68	18	30104.83

LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE
- ○ FOUND MONUMENT (TYPE AS SHOWN)
- ■ NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- ● NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
- ([1]) DATA REFER TO BARKLEY LOT SPLIT No. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R.O., YUMA COUNTY, ARIZONA.
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- ① NEW LOT NUMBER
- APN ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

OPEN SPACE CALCULATION

TOTAL AREA = 10.47 ACRES (456,106 SF)
OPEN SPACE REQUIRED = 2% (9,122 SF)
OPEN SPACE PROVIDED = 21,273 SF
= 21,273 SF > 9,122 SF ∴ OK

CURVE DATA

Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	80.79	50.00	92°32'28"	C12	186.47	353.29	27°05'51"
C2	128.49	50.00	144°36'42"	C13	103.81	628.63	17°29'50"
C3	184.53	410.29	27°00'00"	C14	16220.81	463.28	27°00'00"
C4	190.81	292.67	37°39'43"	C15	193.854	628.700	17°39'50"
C5	146.85	537.67	14°40'00"	C16			
C6	185.71	410.29	27°19'52"	C17			
C7	178.85	573.65	17°38'50"	C18			
C8	80.02	80.00	57°18'56"	C19			
C9	154.43	232.67	37°38'45"	C20			
C10	294.43	444.65	37°38'49"	C21			
C11	160.83	628.67	14°40'00"				

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT SALMOS 127 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____ DAY OF _____, 2021, CAUSED A PORTION OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACTS & STREETS UNDER THE NAME OF "PALENCIA HILLS SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "PALENCIA HILLS SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREET BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT;

AND SALMOS 127 1 LLC, AS OWNER, RESERVE THE USE OF TRACT "A" AND "B" FOR THE COMMON USAGE OF RESIDENTS OF "PALENCIA HILLS SUBDIVISION", THE EASEMENTS AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF CONDITIONS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH.
IN WITNESS WHEREOF: SALMOS 127 1 LLC, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF JOSE PALENCIA, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE ____ DAY OF _____, 2021.

BY: _____
JOSE PALENCIA, MEMBER
SALMOS 127 1 LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, REYES GARCIA RUIZ, WHO ACKNOWLEDGED HIMSELF TO BE MEMBER OF RUIZES HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND SHE AS SUCH OFFICER BEING AUTHORIZED TO SO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HIMSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMELY QUINTERO AVENUE, IS AN DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

APPROVED

STATE OF ARIZONA)
) SS
CITY OF SAN LUIS)

THIS SUBDIVISION AS PLATTED HEREON WAS DULY APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

_____ DATE
MAYOR

_____ DATE
CITY MANAGER

_____ DATE
DIRECTOR OF PLANNING & ZONING

_____ DATE
CITY ENGINEER

_____ DATE
CITY PUBLIC WORKS DIRECTOR

SUBDIVIDER/OWNER

SALMOS 127 1 LLC.
P.O. BOX 2754
SAN LUIS, ARIZONA 85349
(928) 343-8648
PARCEL NUMBER: 211-31-012
CURRENT ZONING: R1-20

BASIS OF BEARING

THE SOUTH LINE OF THE SW¼ OF SECTION 8, T11S, R24W MARKED N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMTE DE BERNSTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 88-89, YCR.

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING APRIL OF 2020, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

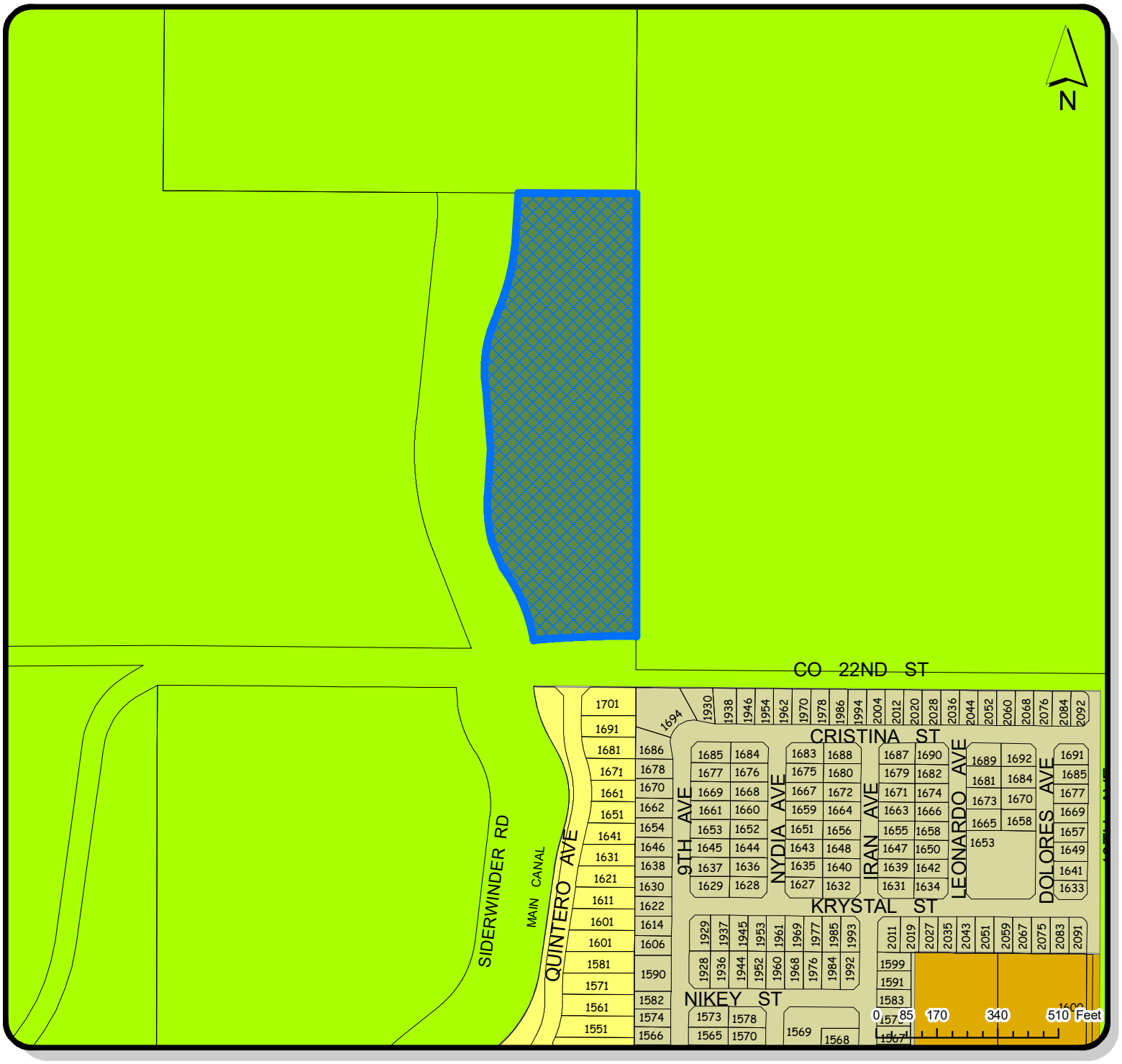
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22767
JUAN M. LOMELI
ARIZONA U.S.A.

JUAN M. LOMELI
R.L.S. 22767

PREPARED BY:

Bales Engineering, Inc.
3075 S. AVENUE 4 E.
YUMA, ARIZONA 85365
(928) 344-3568

SHEET 1 OF 1



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

PID:211-31-012

300ft Notification Area

Zoning

MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
R-3

SINGLE RESIDENCE ZONING DISTRICTS
R1-8
RA-10

CASE #
2021-0308F

DATE:
8/6/2020

PLANNING & ZONING

CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

LOCATION MAP

LOCATION OF SUBJECT PROPERTY

PID:211-31-012

REZONING

CASE #
2020-0474B

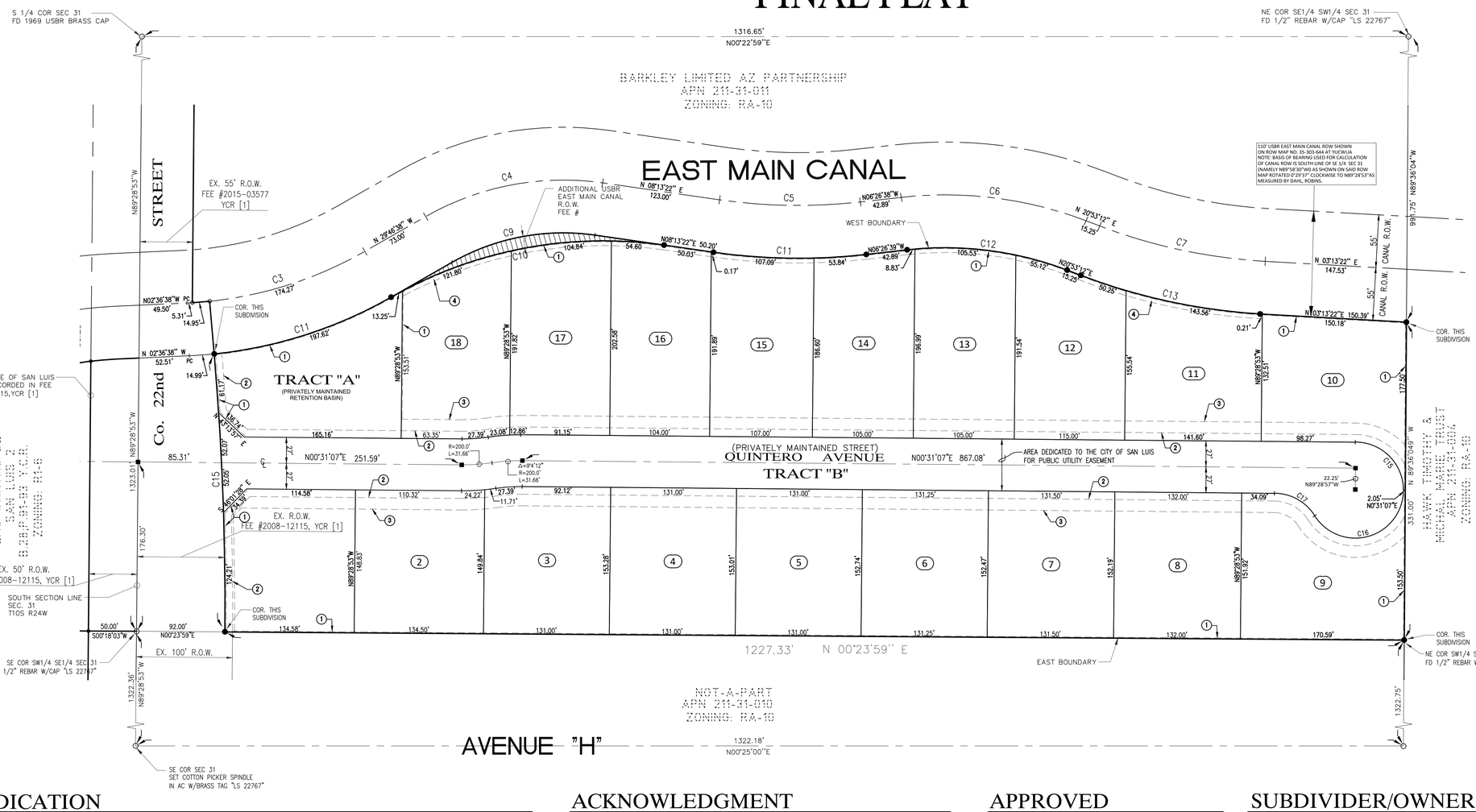
DATE: 8/6/2020	**PLANNING & ZONING** GIS	**CREATED BY:** ISAAC GUTIERREZ
CHECKED BY: ROMAN PACHECO		**APPROVED BY:** JOSE A. GUZMAN

PALENCIA HILLS SUBDIVISION

A SUBDIVISION OF PARCEL B OF THE BARKLEY LOT SPLIT No.1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, Y.C.R. ALSO BEING A PORTION OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE: MAY 2020 ACREAGE - 10.51 AC

FINAL PLAT



OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF PLATS,
PAGE _____

SCALE: 1"=60'

KEYNOTES

1. NEW 1' NON-ACCESS EASEMENT
2. NEW 8' UTILITY & CATV EASEMENT
3. NEW 20' FRONT YARD SETBACK LINE
4. NEW 5' DRAINAGE EASEMENT PRIVATELY MAINTAINED BY HOA

LOT AREAS

LOT	AREA(sf)	LOT	AREA(sf)
1	20019.04	10	20000.94
2	20009.34	11	20000.73
3	20043.38	12	20048.58
4	20062.13	13	20673.15
5	20026.57	14	20063.40
6	20029.15	15	20085.71
7	20031.51	16	20626.62
8	20071.65	17	20706.69
9	22165.88	18	20104.83

TRACT AREAS

TRACT "A"	21,395.53 SF

LEGEND

- CENTERLINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EXISTING LOTS
- NEW PROPERTY LINE
- ○ FOUND MONUMENT (TYPE AS SHOWN)
- ■ NEW STREET MONUMENT AS PER YUMA COUNTY STD. No. 4-080
- ● NEW SUBDIVISION BOUNDARY MONUMENT PER YUMA COUNTY STD. No. 4-030
- ([1]) DATA REFER TO BARKLEY LOT SPLIT No. 1 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66. Y.C.R.O., YUMA COUNTY, ARIZONA.
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- (1) NEW LOT NUMBER
- APN ASSESSOR PARCEL NUMBER
- Y.C.R.O. YUMA COUNTY RECORDER'S OFFICE

OPEN SPACE CALCULATION

TOTAL AREA = 10.47 ACRES (456,108 SF)
OPEN SPACE REQUIRED = 2% (9,122 SF)
OPEN SPACE PROVIDED = 21,273 SF
= 21,273 SF > 9,122 SF ∴ OK

CURVE DATA

Curve #	Length	Radius	Delta		Curve #	Length	Radius	Delta	
C1	80.71	50.00	92°29'28"		C12	169.47	355.29	27°19'51"	
C2	126.49	50.00	144°56'42"		C13	193.91	628.65	17°39'50"	
C3	194.53	410.28	27°10'00"		C14	16220.61	465.28	27°10'00"	
C4	190.91	287.87	37°59'48"		C15	193.854	628.700	5°26'20"	
C5	146.85	537.67	14°40'00"		C16				
C6	195.71	410.29	27°19'52"		C17				
C7	176.85	573.65	17°39'50"		C18				
C8	50.02	50.00	57°18'59"		C19				
C9	154.43	232.87	37°59'48"		C20				
C10	294.48	444.05	37°59'49"		C21				
C11	160.93	628.67	14°40'00"						

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT SALMOS 127 1 LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS THIS THE ____DAY OF _____ 2021, CAUSED A PORTION OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 10 SOUTH, RANGE 24 WEST, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, AS PLATTED HEREON, TO BE SUBDIVIDED INTO LOTS, TRACTS & STREETS UNDER THE NAME OF "PALENCIA HILLS SUBDIVISION" AND HEREBY DECLARES THAT THE ACCOMPANYING PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS, CONSTITUTING SAID "PALENCIA HILLS SUBDIVISION" AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, THE TRACTS BY THE LETTER AND THE STREET BY THE NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.
TRACT "A" AND TRACT "B" ARE DEDICATED TO THE HOME OWNERS ASSOCIATION AND SALMOS 127 1 LLC, AS OWNER, RESERVES THE USE OF TRACT "A" AND "B" FOR THE COMMON USAGE BY RESIDENTS OF "PALENCIA HILLS SUBDIVISION". THE 5' DRAINAGE EASEMENT ALONG THE REAR OF LOTS 11 -18, UTILITY EASEMENTS SHOWN HEREON AND TRACT "B" ARE DEDICATED FOR THE PURPOSES SHOWN OR NOTES HEREON ARE SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHEST PROJECTION ON ALL SIDES OF ALL FIRE HYDRANTS AND A 12 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL WATER METERS AND A 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND ALL STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF: SALMOS 127 1 LLC, HAS CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE SIGNATURE OF JOSE PALENCIA, AS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS THE _____ DAY OF _____ 2021.

BY: _____
JOSE PALENCIA, MEMBER
SALMOS 121 1 LLC.

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF YUMA)

ON THIS THE _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED, JOSE PALENCIA, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF SALMOS 127 1 LLC., AN ARIZONA LIMITED LIABILITY COMPANY, AND HE AS SUCH OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED, BY SIGNING THE NAME OF THE LIMITED LIABILITY COMPANY BY HIMSELF, AS SUCH OFFICER.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES:

1. TRACT "B" WHICH INCLUDES THE INTERIOR STREET OF THIS SUBDIVISION NAMELY QUINTERO AVENUE, IS DESIGNATED AS A PRIVATE STREET AND EASEMENTS FOR PUBLIC UTILITIES AND CABLE TELEVISION, WATER, SEWER, EMERGENCY VEHICLE ACCESS AND REFUSE COLLECTION. TRACT "B" SHALL ALSO BE RESERVED FOR THE COMMON USAGE BY THE RESIDENTS OF PALENCIA HILLS SUBDIVISION.

APPROVED

STATE OF ARIZONA)
) SS
CITY OF SAN LUIS)

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

_____ DATE
MAYOR

_____ DATE
CITY MANAGER

_____ DATE
DIRECTOR OF PLANNING & ZONING

_____ DATE
CITY ENGINEER

_____ DATE
CITY PUBLIC WORKS DIRECTOR

SUBDIVIDER/OWNER

SALMOS 127 1 LLC.
P.O. BOX 2754
SAN LUIS, ARIZONA 85349
(928) 345-8646
PARCEL NUMBER: 211-31-012
CURRENT ZONING: R1-20

BASIS OF BEARING

THE SOUTH LINE OF THE SW¼ OF SECTION 6, T11S, R24W NAMELY N 89°40'11" W AS SHOWN ON STATE PLAT No. 17 COMITE DE BIENESTAR AS RECORDED IN BOOK 11 OF PLATS, PAGES 86-88, YCR.

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON WAS MADE UNDER MY DIRECTION DURING APRIL OF 2020, AND THAT THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN LUIS, ARIZONA.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22767
JUAN N.
LOMELI
Date Signed 05/ 21/ 21
ARIZONA, U.S.A.

_____
JUAN N. LOMELI R.L.S. 22767

PREPARED BY:

Edais
Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

SHEET 1 OF 1

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. I.**
Meeting Date: 06/09/2021
Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department
Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding Subdivision Case No. 2021-0181F. A request by Vega & Vega Engineering, PLC, on behalf of Sam Group Investment Co., owner, for the final plat approval for Belleza Del Desierto Phase 2 Subdivision. The property is located at the southeast corner of 20th Avenue and San Antonio Street. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:
This is a request by Vega & Vega Engineering, PLC, on behalf of Sam Group Investment Company LTD Partnership, property owner, for the final plat approval of a residential subdivision to be called Belleza Del Desierto Phase 2 Subdivision.

The properties to the north and west have been zoned Medium Density Residential (R1-6). The property to the north is the first phase of this project (Belleza del Desierto Phase 1 Subdivision) and to the west, a future subdivision to be called Bienestar 11 Subdivision is in the works. The property to the south is zoned Light Industrial (L-I) and is vacant land. On the east, Southwest Arizona Industrial Subdivision is located with vacant lots zoned industrial and commercial.

This subdivision will consist of approximately 18.44 acres and is proposed to be divided into 87 lots and one tract for stormwater retention. The minimum lot size allowed within this subdivision is 6,000 square feet.

GENERAL PLAN:
This area is designated as Medium Density Residential (MDR) in the City of San Luis 2020 General Plan. The activities proposed will be consistent with and conforms to the designation (Page 2-9). The MDR Land Use designation allows detached single-family residential density range up to one dwelling unit per acre.

AGENCY REVIEW:
As part of the review process, all land use cases are reviewed by various city and outside agencies. We have received comments from the following agencies:

- Yuma County Airport Authority (3-31-21)
- City of San Luis Fire Department (4-6-21)

PLANNING AND ZONING COMMISSION:
This item was presented to the Planning and Zoning Commission during their regular meeting of May 11, 2021, and recommended approval to this request.

STAFF RECOMMENDATION:
The applicant has provided the information and materials necessary for the review of the final plat for

Belleza Del Desierto Phase 2 Subdivision.

Staff recommends approval of the final plat for Subdivision Case No. 2021-0181F. Approval subject to the condition that the applicant addresses review comments on the letter dated May 7, 2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE SUBDIVISION CASE NO. 2021-0181F WITH THE CONDITION THAT THE APPLICANT ADDRESSES REVIEW COMMENTS ON THE LETTER DATED MAY 7, 2021.

Fiscal Impact

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

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

N/A

Attachments

Review Comments Letter dated May 7, 2021
Location Map
Final Plat
Ordinance No. 398
Yuma County Airport Authority Comments (3-31-21)
Fire Department Comments (4-6-21)

City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

May 7, 2021

Vianey R. Vega, P.E.
Vega and Vega Engineer, PLC
1846 S. 8th Avenue
Yuma, AZ 85365

Re: Subdivision Case No. 2021-0181F/Belleza Del Desierto Phase 2

City staff has reviewed the final plat for Phase 2 of Belleza Del Desierto Subdivision and have the following comments:

City Engineer:

Final Plat –

1. Check the need for additional right-of-way for sight distances at San Antonio Street and 20th Avenue per City of Yuma Std. 3-200 (Lots 122 and 123, also check if any issues with Phase 1 lots.)

Improvement Plans –

-Paving and Grading Plan

1. 20th Avenue Striping Plan - Add regulatory and warning signs as needed.
2. Drainage Report – Provide full drainage report including street flow capacities and sizing of retention basin spillways.
3. Street lights will be current City of San Luis requirements and will be supplied and installed by APS (the developer shall enter into an agreement with APS for the street lighting system.)

-Water and Sewer Plans

1. Extend sewer lines adjacent to Lots 97 and 98 to the manhole to the south north and eliminate cleanout.

Public Works Department:

Plat

- Add non-access easement on south and east subdivision boundary.
- Drainage easement might be needed in lot frontage if storm water/construction water is expected to encroach behind the sidewalk.

Improvement Plans

- General comment: Designer to meet City of San Luis Standards and get approval in writing for deviations in his design.
- Show calculations that all intersections meet standard 3-400.
- Rip-rap calls out for 3” to 8” rock. Further evaluation needs to be conducted to verify 3” rock is adequate size to not be washed out.
- Striping plans need further review and discussion with engineer.

City of San Luis

Planning and Zoning Department

Development Services · GIS · Building Safety · Code Enforcement

Planning and Zoning Department:

1. As per City Code §152.297(C)(3) a 20 feet landscaped buffer area is required between a residential and an industrial development. The buffer should be labeled as "20' buffer non-buildable easement" and it shall be located along lots 91-115.
2. Applicant must submit signed petitions for the creation of Improvement Districts as per Subdivision Regulations §3.17-5 to §3.17-7
3. Subdivision Regulations §3.28- Lot dimensions must comply with Zoning Regulations. Minimum size is 6000 sq. ft., review size for lots 123, 124, 153, 154 and 177. Minimum width of lots is 60 feet, review lot width on lots 116, 115, 99 and 98.
4. Applicant must comply with all conditions on Ordinance No. 398.
    a. That any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of $260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E. The city will initiate a regional circulation study in east San Luis within the next 12 months to establish the need for the traffic signals on Avenues F and E along County 24th Street. The study will provide an estimated time as to when the traffic signals will need to be installed.
5. As any other subdivision a traffic study is now a requirement and any improvements must be incorporated in the design.

Parks and Recreation Department:

1. Landscape Plans for retention and adjacent right-of-way have been submitted as required by the Subdivision Regulations. Plans are still under view by the Parks and Recreation Department and will provide comments once the review is finalized.

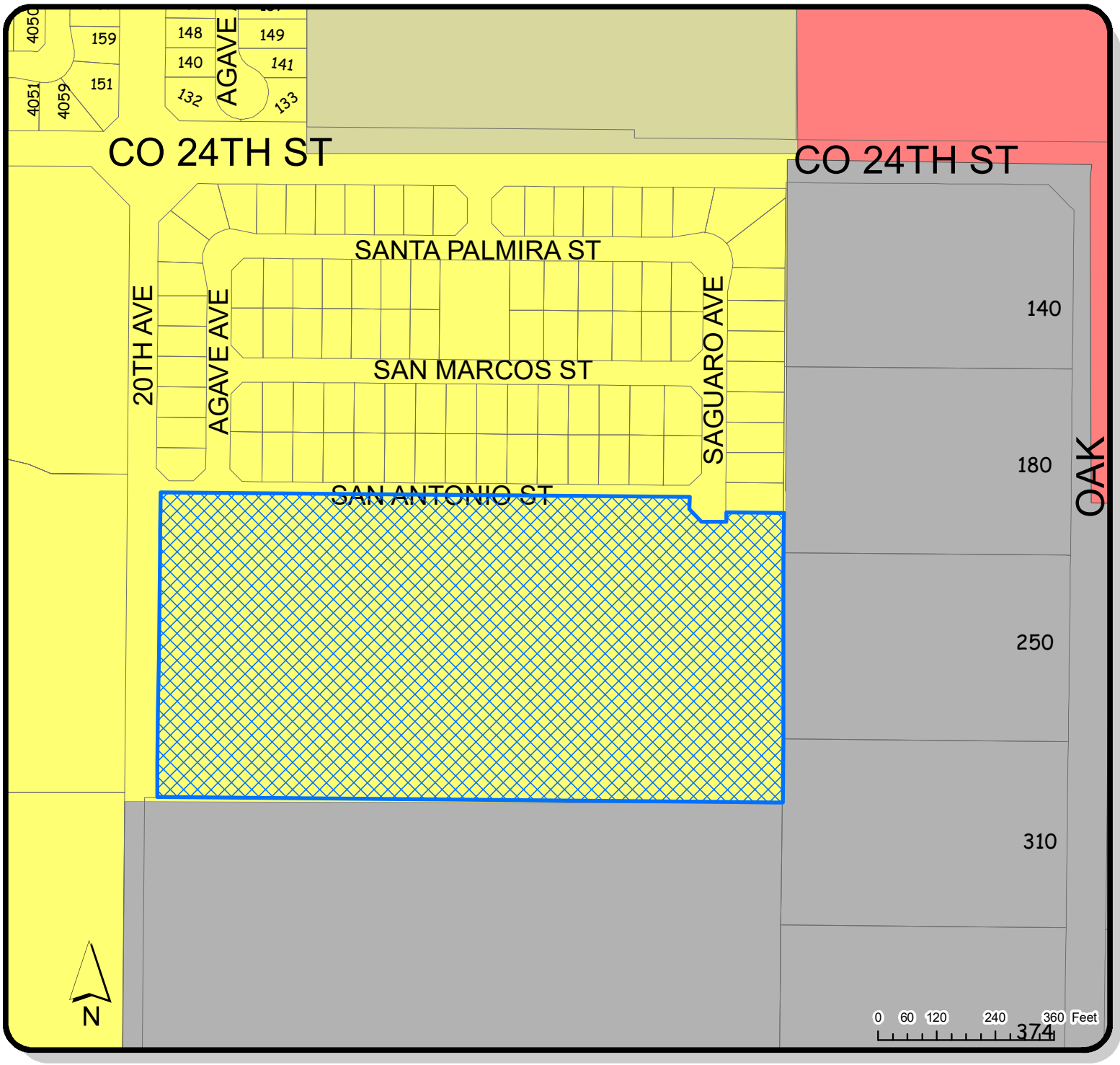
Please be advised that the comments made here are tentative in nature. Until all documentation, information, and drawings are submitted and approved in final form, and all permits for construction are approved and issued, the City of San Luis reserves the right to make further comments or require further information or submissions. Any construction which occurs prior to issuance of proper permits is occurring in contravention of the ordinances of the City, and is occurring at the risk of the Developer.

If you have any questions on these comments, please contact the Planning and Zoning Department at 928-341-8563.

Thank you,

Jose A. Guzman

Jose A. Guzman
Director of Planning and Zoning



LOCATION MAP

SUBDIVISION

LOCATION OF SUBJECT PROPERTY

PARCEL:22715024

Subdivision: BELLEZA DEL DESIERTO LOT SPLIT Lot: B
Quarter: NE Section: 15 Township: 11S Range: 24W

Legend

COMMERCIAL ZONING DISTRICTS
C-2

INDUSTRIAL ZONING DISTRICTS
LI

SINGLE RESIDENCE ZONING DISTRICTS
R1-6

CASE #
2021-018F

DATE:
3/21/2021

PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

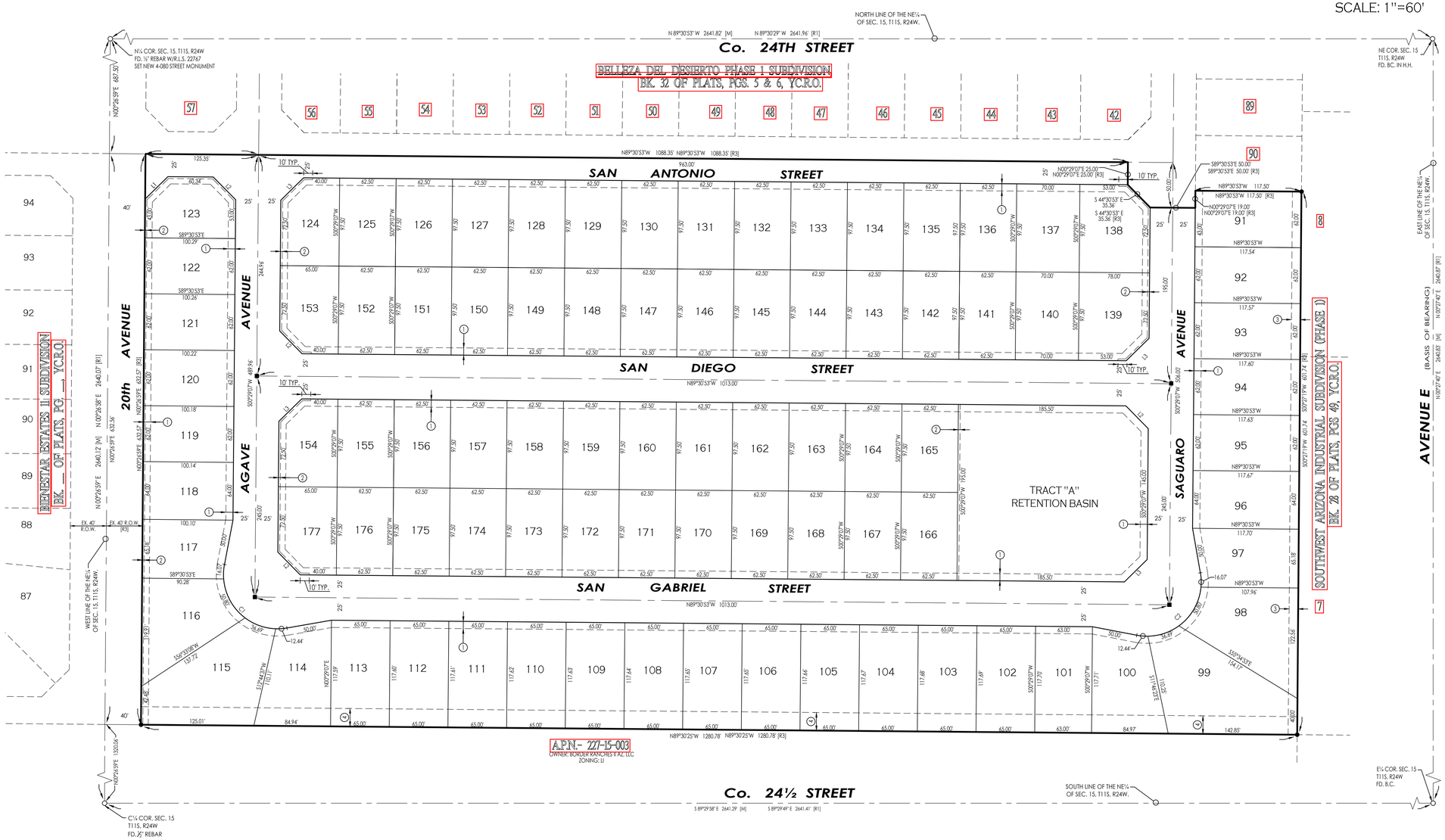
APPROVED BY:
JOSE A. GUZMAN

BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION

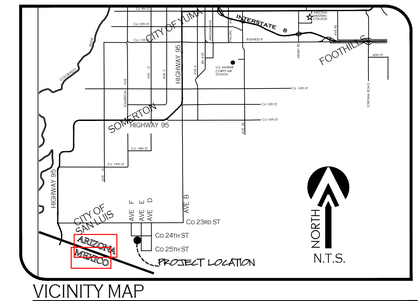
A SUBDIVISION OF A PORTION OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, ALSO BEING PARCEL "B" OF THE BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BK. 31 OF PLATS, PAGE 24, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ

MARCH OF 2021 ACREAGE: 18.44 AC

FINAL PLAT



SCALE: 1"=60'



VICINITY MAP

OWNER OF RECORD:

DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP
10602 S. CAMINO DEL SOL
YUMA, AZ. 85367

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 15, T11S, R24W, G.&S.R. B.&M., YUMA COUNTY, ARIZONA (BEING THIS LINE THE CENTERLINE OF AVENUE E), AS SHOWN ON YUMA AREA SERVICE HIGHWAY RUSULTS OF SURVEY, AS RECORDED IN BOOK 3 OF SURVEYS, PAGE 44, YUMA COUNTY RECORDERS OFFICE.

BEARING N 00°27'40" E

KEYNOTES

1. NEW 8' UTILITY EASEMENT
2. NEW 1' NON-ACCESS EASEMENT
3. 10' REAR YARD SETBACK
4. 20' BUFFER ZONE SETBACK TO LIGHT INDUSTRIAL ZONING DISTRICT

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP L.S. 16528
- PROJECT ZONING: R-1-6

ELABORATED BY:

VNV19-690

VEGA & VEGA ENGINEERING, PLC.
1846 S. 8th Avenue 928-329-0000 Tel
Yuma, Az. 85364 928-247-6232 Fax
www.vegaNvega.com

LEGEND

———	INDICATES BOUNDARY LINE
— · — · —	INDICATES CENTERLINE
- - - - -	INDICATES EASEMENT LINE
11	NEW LOT NUMBER
●	SET PROPERTY CORNERS TO BE MARKED BY 1/2" DIA. REBAR TAGGED WITH CAP L.S. 16528 (UNLESS NOTED OTHERWISE)
■	NEW YUMA COUNTY STD. DETAIL No. 4-080 STREET MONUMENT
○	EXISTING MONUMENT (TYPE AS SHOWN)
B.C.	INDICATES BRASS CAP
Y.C.R.	INDICATES YUMA COUNTY RECORDERS
G.L.O.	INDICATES GENERAL LAND OFFICE
R.O.W.	INDICATES RIGHT-OF-WAY
N.A.E.	INDICATES NON ACCESS EASEMENT
[M]	INDICATES MEASURED DATA
[R1]	DATA REFERS YUMA AREA SERVICE HIGHWAY RUSULTS OF SURVEY, AS RECORDED IN BOOK 3 OF SURVEYS, PAGE 44, YUMA COUNTY RECORDERS OFFICE.
[R2]	DATA REFERS TO SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION (PHASE 1), AS RECORDED IN BOOK 28 OF PLATS, PAGES 48 & 49, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ
[R3]	DATA REFERS TO BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BOOK 31, PAGE 24, Y.C.R.

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF TWO SHEETS (2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JUNE OF 2018 THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN PLACE WITHIN ONE YEAR FROM RECORDATION OF THIS MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS PARTS.

16528 JOHN C. ENGLISH II 03-04-2021 REGISTERED ARIZONA U.S.A. EXPIRES 9/30/22

BY: _____ JOHN C. ENGLISH R.L.S. No. 16528

LINE DATA

NUMBER	LENGHT	BEARING
L1	35.34'	S45°28'03"W
L2	35.36'	N44°30'53"W
L3	35.36'	N45°29'07"E

CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	110°46'40"	S44°30'53"E	98.76'	86.94'	60.00'	116.01'
C2	110°46'40"	N45°29'07"E	98.76'	86.94'	60.00'	116.01'

LOT AREAS TABLE:

LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)	LOT #	AREA (SF)
91	7286.24 SF.	101	7415.22 SF.	111	7645.00 SF.	121	6214.61 SF.	131	6093.75 SF.	141	6093.75 SF.	151	6093.75 SF.	161	6093.75 SF.	171	6093.75 SF.
92	7288.25 SF.	102	7650.07 SF.	112	7644.44 SF.	122	6217.01 SF.	132	6093.75 SF.	142	6093.75 SF.	152	6093.75 SF.	162	6093.75 SF.	172	6093.75 SF.
93	7290.27 SF.	103	7649.51 SF.	113	7643.87 SF.	123	6196.41 SF.	133	6093.75 SF.	143	6093.75 SF.	153	6025.00 SF.	163	6093.75 SF.	173	6093.75 SF.
94	7292.28 SF.	104	7648.94 SF.	114	8155.21 SF.	124	6025.00 SF.	134	6093.75 SF.	144	6093.75 SF.	154	6025.00 SF.	164	6093.75 SF.	174	6093.75 SF.
95	7294.30 SF.	105	7648.38 SF.	115	11796.90 SF.	125	6093.75 SF.	135	6093.75 SF.	145	6093.75 SF.	155	6093.75 SF.	165	6093.75 SF.	175	6093.75 SF.
96	7295.03 SF.	106	7647.82 SF.	116	8620.49 SF.	126	6093.75 SF.	136	6093.75 SF.	146	6093.75 SF.	156	6093.75 SF.	166	6093.75 SF.	176	6093.75 SF.
97	7295.03 SF.	107	7647.25 SF.	117	6145.38 SF.	127	6093.75 SF.	137	6825.00 SF.	147	6093.75 SF.	157	6093.75 SF.	167	6093.75 SF.	177	6025.00 SF.
98	10238.14 SF.	108	7646.69 SF.	118	6207.62 SF.	128	6093.75 SF.	138	7292.50 SF.	148	6093.75 SF.	158	6093.75 SF.	168	6093.75 SF.		
99	13086.59 SF.	109	7646.13 SF.	119	6209.82 SF.	129	6093.75 SF.	139	7292.50 SF.	149	6093.75 SF.	159	6093.75 SF.	169	6093.75 SF.		
100	8165.73 SF.	110	7645.56 SF.	120	6212.22 SF.	130	6093.75 SF.	140	6825.00 SF.	150	6093.75 SF.	160	6093.75 SF.	170	6093.75 SF.		

TRACT "A"	40,422.50 SF.

2020-14047 ORDINANCE
05/14/2020 11:54:50 AM Pages: 4 Fees: $15.00
Requested By:SAN LUIS CITY CLERK
Recorded By: mlopez
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

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

The above area is to be reserved for recording information

****

CAPTION HEADING:

ORDINANCE

Ordinance No. 398

Amending the official zoning map of the City of San Luis by changing the zoning classification of 18.44 acres from Light Industrial (L-I) to Medium Density Residential R1-6) for property located on the southeast corner of Avenue E ½ and County 24th Street.

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 398

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 18.44 ACRES FROM LIGHT INDUSTRIAL (L-I) TO MEDIUM DENSITY RESIDENTIAL (R1-6) FOR PROPERTY LOCATED ON THE SOUTHEAST CORNER OF AVENUE E ½ AND COUNTY 24TH STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 18.44 acres of real property located on Assessor Parcel ID No. 227-15-024; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

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

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Light Industrial (L-I) to Medium Density Residential (R1-6) of the property subject to the following conditions:

1. That any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of $260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic

signal at the intersection of County 24th Street and Avenue E. The city will initiate a regional circulation study in east San Luis within the next 12 months to establish the need for the traffic signals on Avenues F and E along County 24th Street. The study will provide an estimated time as to when the traffic signals will need to be installed

Property more fully described as:

A portion of Section 15, Township 11 South, Range 24 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona. Also being Parcel B of Belleza Del Desierto Lot Split as Recorded in Book 31 Page 24 of Plat on the Records of Yuma County Recorder's Office.

SECTION 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 13th day of May, 2020.

Gerardo Sanchez, Mayor

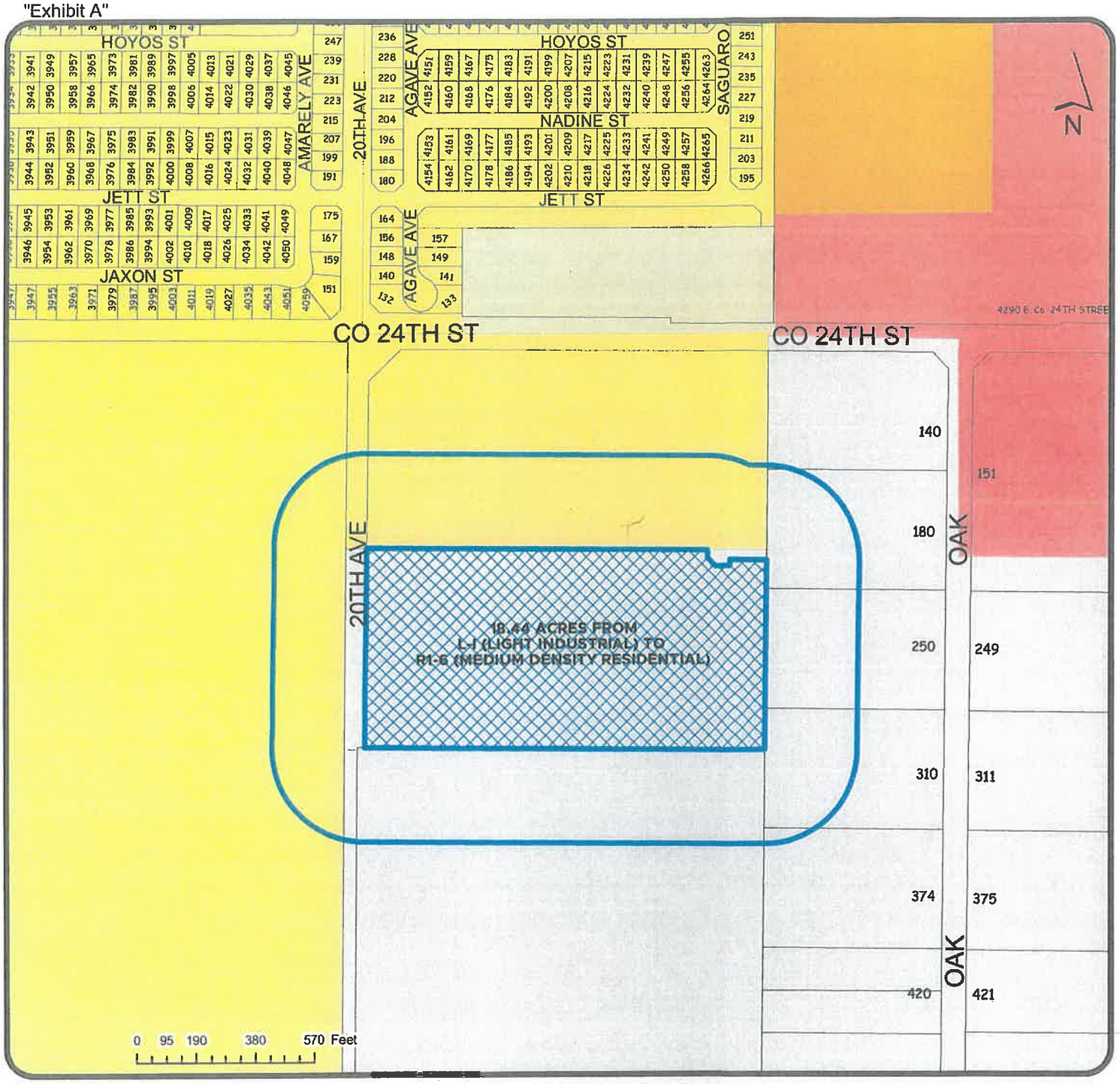
ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Ordinance No. 398
"Exhibit A"



LOCATION MAP

REZONING

LOCATION OF SUBJECT PROPERTY

PID: 22715024

300FT NOTIFICATION AREA

ZONING

MULTIPLE RESIDENCE ZONING DISTRICTS
M-2
M-3
COMMERCIAL ZONING DISTRICTS
C-2
SINGLE RESIDENCE ZONING DISTRICTS
R1-6

CASE#
2020-068

DATE: 2/11/2020	**PLANNING & ZONING**	**CREATED BY:** ISAAC GUTIERREZ
CHECKED BY: ROMAN PACHECO	CITY OF SAN LUIS, AZ INC. 1979 **GIS**	**CREATED BY:** JOSE A. GUZMAN

March 30, 2021

SUBDIVISION CASE NUMBER: 2021-0181F

CASE SUMMARY: A request by Vega & Vega Engineer, PLC, on behalf of Sam Group Investments co, owner, for the final plat approval for Belleza Del Desierto Phase 2 Subdivision. This subdivision will contain 87 lots and 1 track, approximately 18.44 acres in size. The lots ranging in size from 6,025 square feet to 13,086 square feet. The property is located at the southeast corner of the intersection of 20th Avenue and San Antonio Street, PID # 227-15-024, San Luis, Arizona.

PUBLIC MEETING: May 11, 2021

COMMENTS DUE: April 12, 2021

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map & Preliminary Plat

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:

The property is located near Rolle Airfield where aviation activity is expected to increase in the future. These properties, due to their proximity to the Rolle Airfield, are likely to experience aircraft over flights, which could generate noise levels which may be of concern to some individuals. The City, public and airport shall be held harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the airport, not including the physical impact of aircraft or parts thereof.

Date:
3/31/21
Agency:
Yuma County Airport Authority
Phone:
928-726-5882
Return to: P&Z@sanluisaz.gov

March 30, 2021

SUBDIVISION CASE NUMBER: 2021-0181F

CASE SUMMARY: A request by Vega & Vega Engineer, PLC, on behalf of Sam Group Investments co, owner, for the final plat approval for Belleza Del Desierto Phase 2 Subdivision. This subdivision will contain 87 lots and 1 track, approximately 18.44 acres in size. The lots ranging in size from 6,025 square feet to 13,086 square feet. The property is located at the southeast corner of the intersection of 20th Avenue and San Antonio Street, PID # 227-15-024, San Luis, Arizona.

PUBLIC MEETING: May 11, 2021

COMMENTS DUE: April 12, 2021

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted "as is" into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Commission hearing this case. Please complete the section below and return via e-mail. For additional information, please contact the Planning and Zoning Department at (928) 341-8563 or at P&Z@sanluisaz.gov.

Thank you,

Jose A. Guzman
Director of Planning & Zoning
Attachment: Location Map & Preliminary Plat

☑ COMMENTS ☐ NO COMMENTS

Enter Comments below:
The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals.

Date:
04/06/21

Agency:
The City of San Luis Fire Department

Phone:
928/341-8550

Return to: P&Z@sanluisaz.gov

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. J.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2181. A resolution of the Mayor and City Council of the City of San Luis, Arizona, creating a Street Lighting Improvement District and declaring its intention to purchase electricity, and maintain poles, luminaries, and underground conduit, together with a charge for the use of lighting facilities, for lighting public streets within the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, a Street Lighting Improvement District is required for new subdivisions. The city has received a petition to form a Street Lighting Improvement District for Belleza del Desierto Phase 2 Subdivision. This is the resolution of intention to create Belleza del Desierto Phase 2 Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2181.

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 2181

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2181

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, CREATING A STREET LIGHTING IMPROVEMENT DISTRICT AND DECLARING ITS INTENTION TO PURCHASE ELECTRICITY, AND MAINTAIN POLES, LUMINARIES, AND UNDERGROUND CONDUIT, TOGETHER WITH A CHARGE FOR USE OF LIGHTING FACILITIES, FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for the street lighting improvement district has been presented by all of the real property owners of record for the real property described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates a street lighting improvement district to be tentatively known as Belleza Del Desierto Phase 2 Street Lighting Improvement District for the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona, and as further shown on Exhibit "A" attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to order the purchase of electricity which includes a charge for the maintenance and use of the lighting facilities. That the maintenance and purchase of electricity is of more than local or ordinary public benefit, and the cost is hereby made chargeable upon the District, and the District benefited by said streetlights is legally described as set forth in Section 1 hereinabove.

Section 3: That the cost of the electricity shall be the established rate of Arizona Public Service for street lighting service.

Section 4: That the lighting of the streets in the area described shall be in accordance with the lighting location plan hereby approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Belleza Del Desierto Phase 2 Street Lighting Improvement District.

Section 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of supplying electricity to said Improvement District, no

assessment for district purposes against the property within such district exceeds the maximum contained in A.R.S. § 48-616.D, in which event the City of San Luis shall be liable for the cost of supplying electricity in excess of said statutory maximums.

Section 6: The City Council shall make an annual statement of the expenses relative to the District which shall be provided for by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2021.

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

PETITION, WAIVER AND CONSENT TO FORMATION OF A STREET LIGHTING IMPROVEMENT DISTRICT BY THE CITY OF SAN LUIS NEW SUBDIVISION, BELLEZA DEL DESIERTO PHASE 2 (OWNER: DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENTS CO. LIMITED PARTNERSHIP)

To: **Honorable Mayor and City Council**
City of San Luis, Arizona

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-572(A)(7), §48-616 and §48-617 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of Street Lighting Improvement District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description of "Exhibit A" which is attached hereto and incorporated herein by reference. The proposed District consists of approximately 18.44 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.

3. Purpose. The District is proposed to be formed for the purpose of the installation of light poles and luminaries together with purchasing the electricity for lighting of public streets within Belleza Del Desierto Phase 2 Subdivision.

4. Public Convenience and Necessity. The necessity for the proposed District is for the installation of light poles and luminaries with purchasing the electricity for lighting public streets within the proposed District by the levying of special assessments in the proposed District.

5. Wavier and Consent. The Petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements;

(c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B) as amended, which provide for protests against the work; and

(d) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N);

(e) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and waiver agreement as of the _____day of _____20_____.

PROPERTY OWNER NAME, ADDRESS AND SIGNATURE	DATE	PROPERTY (Tax Parcel Nos.)
DSA INVESTMENT COMPANY, L.L.C, GENERAL PARTNER OF SAM GROUP INVESTMENT OF CO. LIMITED PARTNERSHIP 10602 S. CAMINO DEL SOL YUMA, AZ 85367		
By: _____ David John Loo, Member	_____	**APN 227-15-024**

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this _____ day of_____ 20____ by David John Loo, Member of DSA Investment Company, L.L.C., General Partner, Sam Group Investment Co. Limited Partnership, an Arizona Private Corporation, on behalf of said Corporation.

My Commission Expires _____
Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

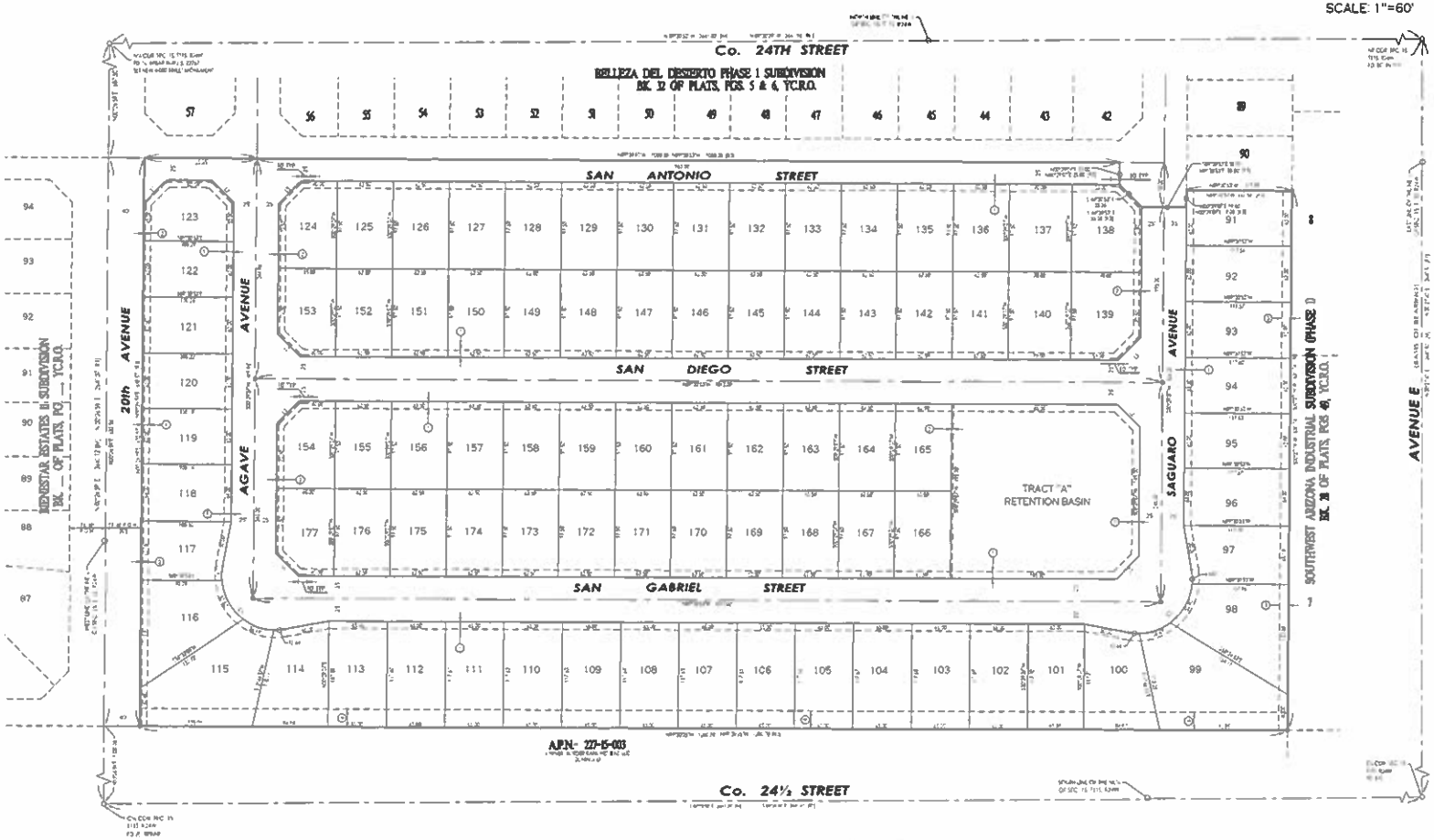
_____
Kay Marion Macuil, City Attorney

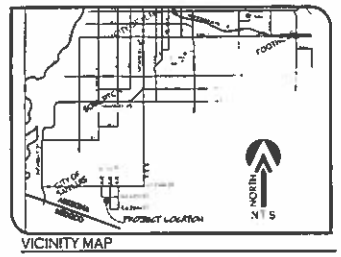
BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, ALSO BEING PARCEL "B" OF THE BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BK. 31 OF PLATS, PAGE 24, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ

MARCH OF 2021 ACREAGE: 18.44 AC

FINAL PLAT





VICINITY MAP

OWNER OF RECORD:

DSA INVESTMENT COMPANY L.L.C. GENERAL PARTNER OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP
19807 E. CAMINO DEL SOL
YUMA, AZ. 85367

BASIS OF BEARING

BEARING N 00° 27' 40" E

KEYNOTES

NOTE

ELABORATED BY:

VEGA & VEGA
1846 S. 8th Avenue 928-329-0000 Tel
Yuma, Az. 85364 928-247-6232 Fax

LEGEND

LAND SURVEYOR'S CERTIFICATE

BY: JOHN C. ERICSON R.L.S. NO. 16528

LINE DATA

LINE #	BEARING	LENGTH
L1	S89°32'33"E	98.76'
L2	S89°32'33"E	98.76'
L3	S89°32'33"E	98.76'

CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	1°04'46"	N89°59'53"E	98.76'	88.92'	4500'	116.01'
C2	1°04'46"	N89°59'53"E	98.76'	88.92'	4500'	116.01'

LOT AREAS TABLE:

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. K.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2182. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring its intention to provide the Enhanced Municipal Services of operating, maintaining and improving certain retention basins serving the area described as Belleza del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, an Enhanced Municipal Services Improvement District is required for new subdivisions. The city has received a petition to form an Enhanced Municipal Services Improvement District for operating and maintaining certain retention basins serving the area described as Belleza del Desierto Phase 2 Subdivision. This is the resolution to create that district.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2182.

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 2182

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2182

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICE IMPROVEMENT DISTRICT OF OPERATING AND MAINTAINING CERTAIN RETENTION BASINS WITHIN THE AREA DESCRIBED AS BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, a petition for enhanced municipal services has been presented by all of the real property owners of record for the real property described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona.

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

Section 1: The City of San Luis hereby creates an enhanced municipal services district to be tentatively known as Belleza Del Desierto Phase 2 Municipal Services Improvement District for the area described as Belleza Del Desierto Phase 2 Subdivision, City of San Luis, Arizona, and as further shown on the subdivision plat or plats of record for Belleza Del Desierto Phase 2 Subdivision with the Office of Public Works Director and the Office of City Engineer of the City of San Luis, Arizona. The legal description for the district is as follows:

See exhibit A attached hereto.

Section 2: That the public interest and convenience require, and it is the intention of the governing body of the City of San Luis to provide, for the enhance municipal services of the operation and maintenance of retention basins described as Belleza Del Desierto Phase 2 Subdivision, City of San Luis, Arizona.

Section 3: That the operation and maintenance of said retention basins shall be in accordance with the plan showing location, type and character of the enhanced municipal services, as well as duplicate diagrams of the property contained within the improvement district which is here by approved and adopted by the Council of the City of San Luis, Arizona, and on file in the office of the City Engineer, tentatively known as Belleza Del Desierto Phase 2 Municipal Services Improvement District.

Section 4: That all lots within the Improvement District will benefit by the enhanced municipal services of the operation and maintenance of said retention basins

at a higher level or greater degree than provided in the remainder of the City of San Luis that is not included in the Improvement District.

That the City Council shall make an annual statement and/or statements of the expenses relative to the District for the operation and maintenance of said retention basins which shall be provided by the levy and collection of the ad valorem taxes of the assessed value of all property, real and personal, in the District as provided in Title 48 of the Arizona Revised Statutes, which taxes shall be collected in the amount shown by the statement adopted by the City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2021.

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

PETITION, WAIVER AND CONSENT TO FORMATION OF AN ENHANCED MUNICIPAL SERVICES IMPROVEMENT DISTRICT BY THE CITY OF SAN LUIS NEW SUBDIVISION, BELLEZA DEL DESIERTO PHASE 2 (OWNER: DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENTS CO. LIMITED PARTNERSHIP)

To: **Honorable Mayor and City Council**
City of San Luis, Arizona

Pursuant to Arizona Revised Statutes, Section 48-571 to 48-617, as amended, and specifically A.R.S. §48-575 and §48-576 the undersigned property owner respectfully petitions the City Council of the City of San Luis, Arizona ("City Council") to order the formation of an Enhanced Municipal Service District ("District") under Arizona Revised Statutes, Title 48 Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description of "Exhibit A" which is attached hereto and incorporated herein by reference. The proposed District consists of approximately 18.44 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.

3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of retention basins within in Belleza Del Desierto Phase 2 Subdivision.

4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of retention basins within the proposed District by the levying of special assessments in the proposed District.

5. Waiver and Consent. The Petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and Resolution Ordering the Work relating to the District;

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements;

   (c) All protest rights, whatsoever under A.R.S. §48-579 (A) and (B) as amended, which provide for protests against the work;

(d) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N); and

(e) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and waiver agreement as of the _____day of _____20_____.

PROPERTY OWNER NAME, ADDRESS AND SIGNATURE	DATE	PROPERTY (Tax Parcel Nos.)

DSA INVESTMENT COMPANY, L.L.C,
GENERAL PARTNER OF SAM GROUP
INVESTMENT OF CO. LIMITED PARTNERSHIP
10602 S. CAMINO DEL SOL
YUMA, AZ 85367

By: _____ _____ **APN 227-15-024**
David John Loo, Member

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this _____ day of_____ 20____ by David John Loo, Member of DSA Investment Company, L.L.C., General Partner of Sam Group Investment Co. Limited Partnership, an Arizona Private Corporation, on behalf of said Corporation.

My Commission Expires

_____
Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN ARIZONA MUNICIPAL CORPORATION

By_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

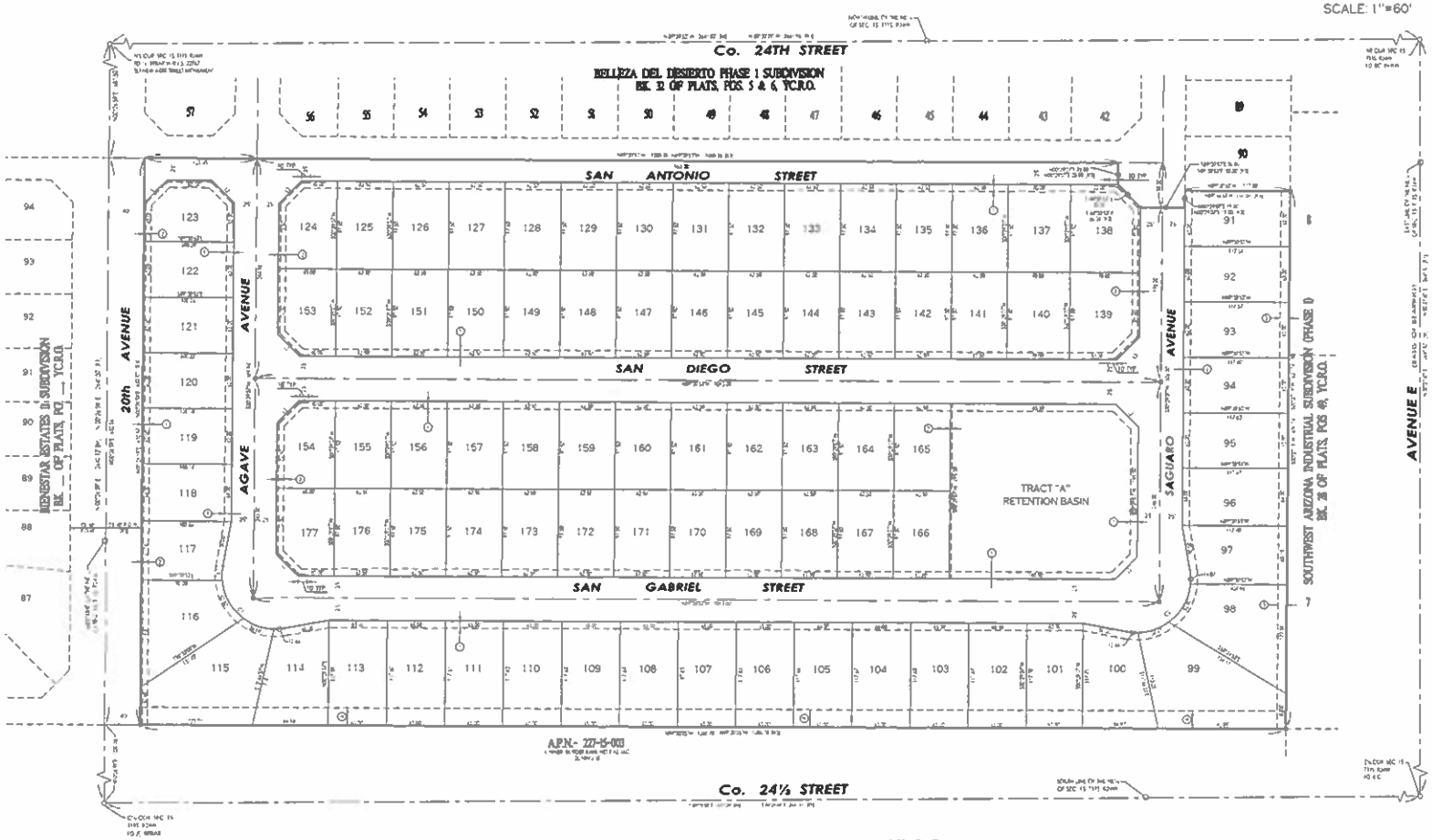
_____
Kay Marion Macuil, City Attorney

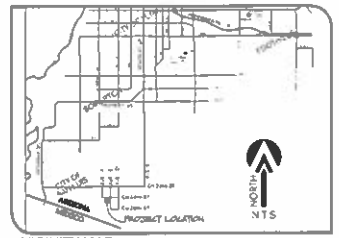
BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, ALSO BEING PARCEL "B" OF THE BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BK. 31 OF PLATS, PAGE 24, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ

MARCH OF 2021 ACREAGE: 18.44 AC

FINAL PLAT





VICINITY MAP

OWNER OF RECORD:

DSA INVESTMENT COMPANY, L.L.C. GENERAL PARTNER OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP
10600 S. CHAMBERS DR.
YUMA, AZ 85367

BASIS OF BEARING

BEARING N 00°27'40" E

KEYNOTES

1. NEW 8' MASONRY SCREEN WALL
2. NEW 5' NON-ACCESS EASEMENT
3. 15' REAR YARD SETBACK
4. 20' SIDE YARD SETBACK TO HIGH INDUSTRIAL ZONING OR MORE

NOTE

- ALL PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH CAP L.S. 14528
- TOPOGRAPHY IS NAVD 88

ELABORATED BY:

VEGA & VEGA ENGINEERING, PLLC
1846 S. 8th Avenue 928-329-0000 Tel
Yuma, AZ. 85364 928-247-6232 Fax
www.vegaandvega.com

LEGEND

	INDICATES BOUNDARY LINE
	INDICATES CENTER LINE
	INDICATES EASEMENT LINE
11	INDICATES LOT NUMBER
●	INDICATES PROPERTY CORNERS TO BE MARKED BY 1/2" DIA. REBAR TAGGED WITH CAP L.S. 14528 (UNLESS NOTED OTHERWISE)
■	INDICATES NEW YUMA COUNTY STD. DETAIL NO. 6-080 STREET MONUMENT
○	INDICATES EXISTING MONUMENT (TYPE AS SHOWN)
M.C.	INDICATES BRASS CAP
(R)	INDICATES RECORD DATA PER YUMA COUNTY RECORDERS
G.L.O.	INDICATES GENERAL LAND OFFICE
R.O.W.	INDICATES RIGHT-OF-WAY
N.A.E.	INDICATES NON ACCESS EASEMENT
(M)	INDICATES MEASURED DATA
(R1)	DATA PER FINAL MAP OF BELLEZA DEL DESIERTO PHASE 1 SUBDIVISION, AS RECORDED IN BOOK 32 OF PLATS, PAGES 05 & 06 OF YUMA COUNTY RECORDER'S OFFICE, YUMA, ARIZONA
(R2)	DATA PER RECORD OF SURVEY FOR BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BOOK 31 OF PLATS, PAGE 24 OF YUMA COUNTY RECORDER'S OFFICE, YUMA, ARIZONA
(R3)	DATA PER FINAL PLAT OF BENSTAR ESTATES II SUBDIVISION, AS RECORDED IN BOOK — OF PLATS, PAGE — OF YUMA COUNTY RECORDER'S OFFICE, YUMA, ARIZONA

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA AND THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MARCH, 2021 AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THAT THEIR POSITIONS ARE CORRECTLY SHOWN. I FURTHER CERTIFY THAT ALL LOTS MEET THE MINIMUM REQUIREMENTS OF THE YUMA COUNTY ZONING ORDINANCE.

BY: JOHN C. ENGLISH R.L.S. No. 14528

LINE DATA

LINE	BEARING	LENGTH
L1		
L2		
L3		

CURVE DATA

NUMBER	DELTA ANGLE	RADIAL DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	90°00'00"	N45°00'00"E	56.56	40.00	40.00	62.83
C2	90°00'00"	N45°00'00"E	56.56	40.00	40.00	62.83

LOT AREAS TABLE:

LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)
91	7,200	92	7,200	93	7,200	94	7,200	95	7,200	96	7,200	97	7,200	98	7,200
99	7,200	100	7,200	101	7,200	102	7,200	103	7,200	104	7,200	105	7,200	106	7,200
107	7,200	108	7,200	109	7,200	110	7,200	111	7,200	112	7,200	113	7,200	114	7,200
115	7,200	116	7,200	117	7,200	118	7,200	119	7,200	120	7,200	121	7,200	122	7,200
123	7,200	124	7,200	125	7,200	126	7,200	127	7,200	128	7,200	129	7,200	130	7,200
131	7,200	132	7,200	133	7,200	134	7,200	135	7,200	136	7,200	137	7,200	138	7,200
139	7,200	140	7,200	141	7,200	142	7,200	143	7,200	144	7,200	145	7,200	146	7,200
147	7,200	148	7,200	149	7,200	150	7,200	151	7,200	152	7,200	153	7,200	154	7,200
155	7,200	156	7,200	157	7,200	158	7,200	159	7,200	160	7,200	161	7,200	162	7,200
163	7,200	164	7,200	165	7,200	166	7,200	167	7,200	168	7,200	169	7,200	170	7,200
171	7,200	172	7,200	173	7,200	174	7,200	175	7,200	176	7,200	177	7,200	TRACT A	11,778

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. L.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2183. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring its intention of operating, maintaining, repairing and improving certain landscape improvements included within, near, and adjacent to the retention and detention basins and parking and parkways and related facilities together with appurtenant structures serving the area described as Belleza del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

As a requirement of the City of San Luis Subdivision Regulations, all developers are responsible to completely landscape their development projects according to the approved plans. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets, in retention basins, and in other locations as provided in city regulations. In addition, developers may provide paths, trails, and other amenities in the common open space areas adjacent to arterial and collector streets. Neighborhood landscape amenities add value to properties, enhance walkability, and improve community aesthetics.

The state legislature permits the creation of Municipal Improvement Districts for cities and towns to provide a dedicated funding stream for maintenance, repair, and improvements of pedestrian malls, off-street parking facilities, retention basins, and parking and parkways. This Improvement District will be utilized for landscape maintenance and improvements serving Belleza del Desierto Phase 2 Subdivision. Residents within the Improvement District will pay a special assessment on their property tax bill.

This resolution authorizes the creation of Belleza del Desierto Phase 2 Landscape Improvement District to serve Belleza del Desierto Phase 2 Subdivision. After approval of this resolution, a second resolution ordering the improvements is needed to finalize the formation of the Improvement District process.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2183.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Resolution No. 2183

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2183

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA DECLARING ITS INTENTION TO PROVIDE THE ENHANCED MUNICIPAL SERVICES OF MAINTAINING AND REPAIRING CERTAIN LANDSCAPE IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION BASINS AND PARKING AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES WITHIN THE AREA DESCRIBED AS BELLEZA DEL DESIERTO PHASE 2 LANDSCAPE IMPROVEMENT DISTRICT, SAN LUIS, ARIZONA.

WHEREAS, pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes, a Municipal Improvement District (MID) may be formed for the sole purpose of the operation maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins, and parkings and parkways;

WHEREAS, a petition has been received by Mayor and City Council of the City of San Luis to form a MID to provide operation, maintenance and repair of the landscape improvements within, near and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Belleza Del Desierto Phase 2;

WHEREAS, the formation of a MID for the operation, maintenance and repair of the landscape improvements within, near, and adjacent to retention and detention basins and the parkings and parkways and related improvements serving Belleza Del Desierto Phase 2 will provide a dedicated stream of funding for the maintenance of those improvements and will provide neighborhood decisions on those improvements, and will privatize the maintenance of those improvements;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the formation of the MID to provide the operation, maintenance and repair of the landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements in the Belleza Del Desierto Phase 2 to be of more than local or ordinary public benefit, and not a general public benefit, and further that the expenses of said operation, maintenance, and repair shall be Belleza Del Desierto Phase 2 District;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona, find and declare that the operation, maintenance, and repair of landscaping improvements in the

retention and detention basins and the parkings and parkways and related improvements in the District is incidental to the maintenance and preservation of the retention and detention basins and the parkings and parkways and related improvements, has aesthetic value, and maintains and increases the value of property within the District;

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of landscaping improvements within, near or adjacent to the retention and detention basins and the parkings and parkways and related improvements in the MID preserves and promotes the health, safety, and welfare of those citizens living within the District as well as preservation of the streets and parkways in the District which may be adversely impacted by drainage; and,

WHEREAS, the Mayor and City Council of the City of San Luis, Arizona find and declare that the operation, maintenance, and repair of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air, and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens living within the District.

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

SECTION 1: The petition to form a MID for Belleza Del Desierto Phase 2 purporting to be signed by all of the real property owners within the proposed District attached as Exhibit "A" is hereby accepted as provided in A.R.S. § 48-574(C).

SECTION 2: Belleza Del Desierto Phase 2 Landscape, serving Belleza Del Desierto Phase 2 to operate, maintain and repair landscaping improvements included within, near, and adjacent to the retention and detention basins and parkings and parkways and related facilities together with appurtenant structures of Belleza Del Desierto Phase 2, is hereby created.

SECTION 3: The expenses of Belleza Del Desierto Phase 2 Landscape shall be assessed to the several properties within the MID as provided for in A.R.S. § 48-574 et seq.

SECTION 4: No sooner than fifteen (15) calendar days after this Resolution is adopted, City staff shall present a legal description of the boundary for Belleza Del Desierto Phase 2 Landscape and a diagram for Belleza Del Desierto Phase 2 Landscape to Mayor and City Council for consideration to declare an intention to order improvements to Belleza Del Desierto Phase 2 Landscape as provided in A.R.S. § 48-576.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2021.

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

PETITION, WAIVER AND CONSENT TO FORMATION OF A MUNICIPAL IMPROVEMENT DISTRICT BY THE CITY OF SAN LUIS NEW SUBDIVISION, BELLEZA DEL DESIERTO PHASE 2. (OWNER: DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENTS CO. LIMITED PARTNERSHIP)

To: **Honorable Mayor and City Council**
City of San Luis, Arizona

Pursuant to Arizona Revised Statutes ("A.R.S.") §48-574, the undersigned property owner respectfully petitions the Mayor and City Council of the City of San Luis, Arizona (the "City Council") to order the formation of a Municipal Improvement District (the "District") under A.R.S., Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a map/diagram and by a legal description on "Exhibit A" that is attached hereto and incorporated herein by reference. The proposed District consists of 18.44 acres and is entirely within the corporate boundaries of the City of San Luis.

2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed District (the "Petitioner(s)") including any required public dedications of property.

3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of pedestrian malls, off-street parking facilities, retention and detention basins and parkings and parkways adjacent to designated public roadways within the proposed District.

4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, and hardscape in parkways and parkings adjacent to designated public roadways within the proposed District by the levying of special assessments in the proposed District.

5. Waiver and Consent. The Petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:

   (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.

   (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S §48-578.

   (c) All rights to petition to dissolve the district pursuant to A.R.S. §48-574(N).

(d) All protest rights whatsoever under A.R.S. §48-579(A) and (B) as amended, which provide for protests against the work; and

(e) All objections to the filing of and legislative adoption by the City Council of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit, and not a general public benefit.

In Witness whereof the parties have executed this Petition and waiver agreement as of the _____day of _____20_____.

PROPERTY OWNER NAME, ADDRESS AND SIGNATURE	DATE	PROPERTY (Tax Parcel Nos.)
DSA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP 10602 S. CAMINO DEL SOL YUMA, AZ 85367		
By: _____ David John Loo, Member	_____	**APN 227-15-024**

STATE OF ARIZONA)
)ss.
County of Yuma)

The foregoing acknowledged before me this _____ day of_____ 20____ by David John Loo, Member of DSA Investment Company, L.L.C., General Partner of Sam Group Investment Co. Limited Partnership, an Arizona Private Corporation, on behalf of said Corporation.

My Commission Expires _____
Notary Public

ACCEPTED AND APPROVED BY:

CITY OF SAN LUIS, ARIZONA AN
ARIZONA MUNICIPAL CORPORATION

By_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION

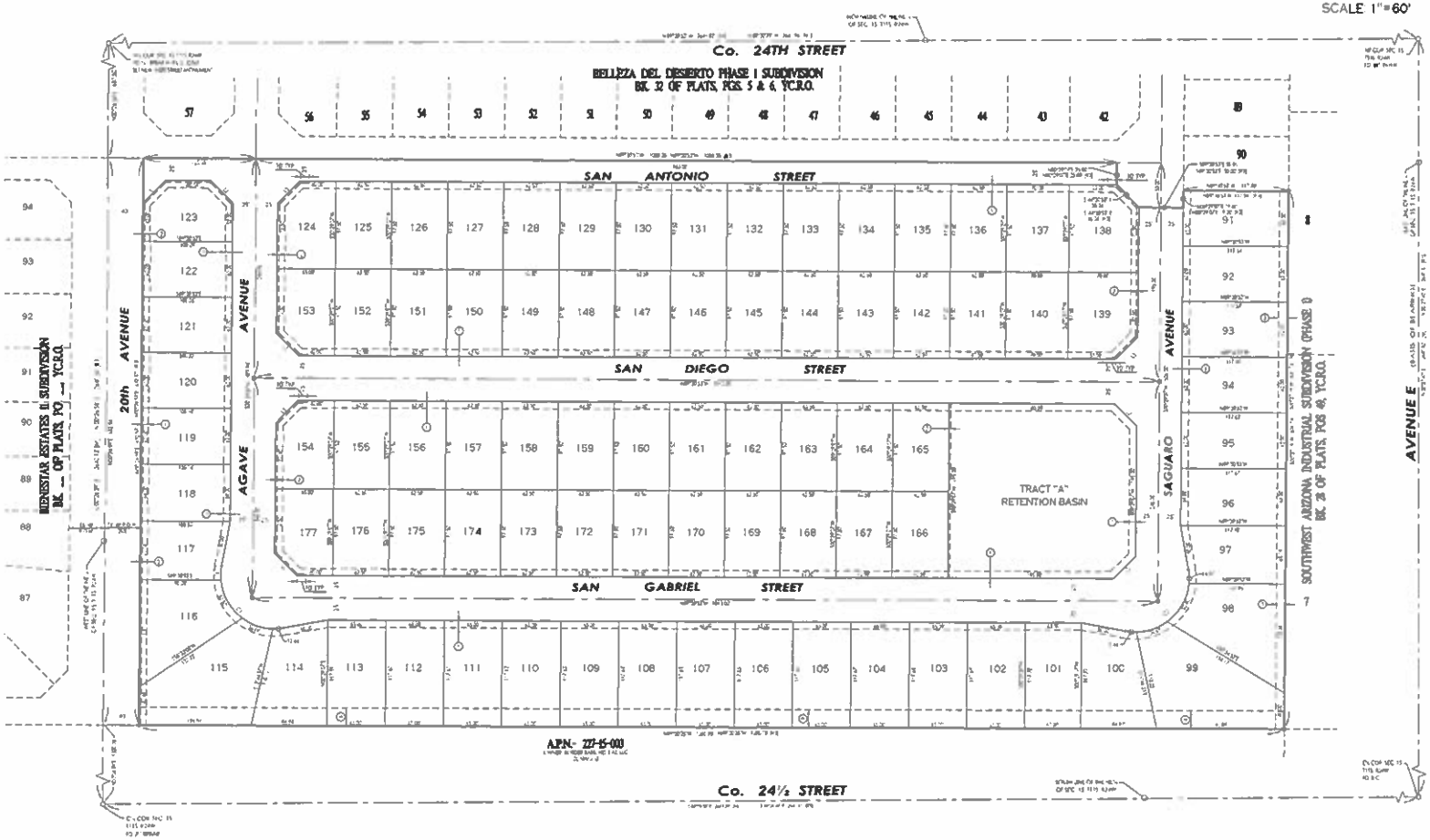
A SUBDIVISION OF A PORTION OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, ALSO BEING PARCEL "B" OF THE BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BK. 31 OF PLATS, PAGE 24, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ

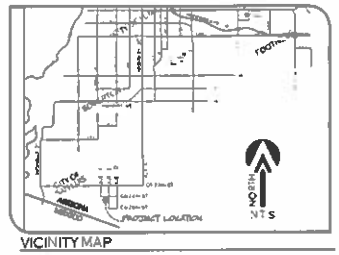
MARCH OF 2021 ACREAGE: 18.44 AC

FINAL PLAT

NORTH

SCALE 1" = 60'





VICINITY MAP

OWNER OF RECORD:

DSA INVESTMENT COMPANY, L.L.C. GENERAL PARTNER OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP
16400 S. CANNING DR. SO.
YUMA, AZ 85367

BASIS OF BEARING

BEARING N 00°27'40" E

KEYNOTES

1. NEW 8' UTILITY EASEMENT
2. NEW 1' NON-ACCESS EASEMENT
3. 10' REAR YARD SETBACK
4. 20' GARAGE SCAM SETBACK

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR WITH PLASTIC CAP LS 16328
- PROJECT ZONING: I-G

ELABORATED BY:

VEGA & VEGA
1846 S. 8th Avenue 928-329-0000 Tel
Yuma, AZ 85364 928-247-4232 Fax
www.vegaNvega.com

LEGEND

	INDICATES BOUNDARY LINE
	INDICATES CENTER LINE
	INDICATES EASEMENT LINE
11	INDICATES LOT NUMBER
•	SET PROPERTY CORNERS TO BE MARKED BY 1/2" DIA. REBAR TAGGED WITH CAP LS 16328 UNLESS NOTED OTHERWISE
■	SET MONUMENT AS PER COUNTY STD. DETAIL No. 6-080 UNLESS NOTED OTHERWISE
○	EXISTING MONUMENT (TYPE AS SHOWN)
B.C.	INDICATES BRASS CAP
(R)	INDICATES PLAT OR COUNTY RECORDED
(M)	INDICATES MEASURED DATA
(R1)	DATA PER PLAT OF BELLEZA DEL DESIERTO - LOT SPLIT AS RECORDED IN BOOK 31 PAGE 24 YCR
(R2)	DATA PER PLAT OF BELLEZA DEL DESIERTO PHASE 1 AS RECORDED IN BOOK 32 PAGE 5 & 6 YCR
(R3)	DATA PER PLAT OF BELLEZA DEL DESIERTO - LOT SPLIT AS RECORDED IN BOOK 31 PAGE 24 YCR

LAND SURVEYOR'S CERTIFICATE:

JOHN C. ENGLER R.L.S. NO. 16328

LINE DATA

NUMBER	BEARING	LENGTH
L1	S 89°32'20" E	50.00'
L2	S 89°32'20" E	50.00'
L3	S 89°32'20" E	50.00'

CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	RADIUS	ARC LENGTH
C1	180°00'40"	S 89°32'20" E	80.00'	40.00'	125.66'
C2	0°16'40"	S 89°32'20" E	80.00'	40.00'	125.66'

LOT AREAS TABLE:

LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)
1	7,200	21	7,200	41	7,200	61	7,200	81	7,200
2	7,200	22	7,200	42	7,200	62	7,200	82	7,200
3	7,200	23	7,200	43	7,200	63	7,200	83	7,200
4	7,200	24	7,200	44	7,200	64	7,200	84	7,200
5	7,200	25	7,200	45	7,200	65	7,200	85	7,200
6	7,200	26	7,200	46	7,200	66	7,200	86	7,200
7	7,200	27	7,200	47	7,200	67	7,200	87	7,200
8	7,200	28	7,200	48	7,200	68	7,200	88	7,200
9	7,200	29	7,200	49	7,200	69	7,200	89	7,200
10	7,200	30	7,200	50	7,200	70	7,200	90	7,200
11	7,200	31	7,200	51	7,200	71	7,200	91	7,200
12	7,200	32	7,200	52	7,200	72	7,200	92	7,200
13	7,200	33	7,200	53	7,200	73	7,200	93	7,200
14	7,200	34	7,200	54	7,200	74	7,200	94	7,200
15	7,200	35	7,200	55	7,200	75	7,200	95	7,200
16	7,200	36	7,200	56	7,200	76	7,200	96	7,200
17	7,200	37	7,200	57	7,200	77	7,200	97	7,200
18	7,200	38	7,200	58	7,200	78	7,200	98	7,200
19	7,200	39	7,200	59	7,200	79	7,200	99	7,200
20	7,200	40	7,200	60	7,200	80	7,200	100	7,200
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								176	7,200
								177	7,200

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. M.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2184. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the purchase of electricity and to order the maintenance of poles, luminaries, and underground conduit incident to the installation of street lights for lighting public streets serving the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

Once a resolution creating a Street Lighting Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Belleza Del Desierto Phase 2 Street Lighting Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2184.

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 2184

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2184

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE PURCHASE OF ELECTRICITY AND TO ORDER THE MAINTENANCE OF POLES, LUMINARIES AND UNDERGROUND CONDUIT INCIDENT TO THE INSTALLATION OF STREET LIGHTS FOR LIGHTING PUBLIC STREETS WITHIN THE AREA DESCRIBED AS BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2181 for Belleza Del Desierto Phase 2 Street Lighting Improvement District declaring the intention of the City to purchase electricity including a charge for the use of lighting facilities; and

WHEREAS, the cost of lighting is to be assessed on certain district known as Belleza Del Desierto Phase 2 Street Lighting Improvement District; and

WHEREAS, the petition for street lighting improvement district which was used to create Belleza Del Desierto Phase 2 Street Lighting Improvement District was signed by all of the real property owners within said district and A.R.S § 48-617.A authorizes the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provisions of A.R.S. S 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the improvement of Belleza Del Desierto Phase 2 Street Lighting Improvement District.

[Remainder of page left intentionally blank, signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2021.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. N.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2185. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and directing the city engineer to order the operation and maintenance of certain retention basins for the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona. **(Jose A. Guzman, Director of Planning & Zoning)**

SUMMARY:

Once a resolution creating an Enhanced Municipal Services Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing Belleza Del Desierto Phase 2 Enhanced Municipal Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2185.

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 2185

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2185

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING AND DIRECTING THE CITY ENGINEER TO ORDER THE OPERATION AND MAINTENANCE OF CERTAIN RETENTION BASINS FOR THE AREA DESCRIBED AS BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION, SAN LUIS, ARIZONA.

WHEREAS, the Mayor and City Council did pass Resolution of Intention No. 2182 for Belleza Del Desierto Phase 2 Municipal Services Improvement District declaring the intention of the City to operate and maintain certain retention basins for an area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona; and

WHEREAS, the cost of operating and maintaining said retention basins is to be assessed on a certain district known as Belleza Del Desierto Phase 2 Municipal Services Improvement District; and

WHEREAS, the petition for enhanced municipal services improvement district which was used to create the Belleza Del Desierto Phase 2 Municipal Services Improvement District was signed by all of the real property owners within said district and A.R.S. § 48-575 C. authorized the immediate jurisdiction to adopt a resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and posting of the resolution of intention provided for in A.R.S § 48-578.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City Engineer be empowered and directed to proceed with the enhanced municipal services of the improvement of Belleza Del Desierto Phase 2 Municipal Services Improvement District.

[Remainder of page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2021.

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. O.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2186. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing and ordering the operation, maintenance, and repair of certain landscape improvements included within, near, and adjacent to the retention and detention basins, parking, parkways, and related facilities together with appurtenant structures serving the area described as Belleza Del Desierto Phase 2 Subdivision, San Luis, Arizona.
(Jose A. Guzman, Director of Planning & Zoning)

SUMMARY:

Once a resolution creating a Municipal Improvement District is approved, a resolution authorizing work and approving the implementation of the district is required. This is the resolution implementing the Belleza Del Desierto Phase 2 Landscape Improvement District.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2186.

Fiscal Impact

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

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

N/A

Attachments

Resolution No. 2186

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2186

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, ORDERING IMPROVEMENTS FOR THE MUNICIPAL IMPROVEMENT DISTRICT, SERVING BELLEZA DEL DESIERTO PHASE 2, TO OPERATE, MAINTAIN AND REPAIR LANDSCAPING IMPROVEMENTS INCLUDED WITHIN, NEAR AND ADJACENT TO THE RETENTION AND DETENTION BASINS AND PARKINGS AND PARKWAYS AND RELATED FACILITIES TOGETHER WITH THE APPURTENANT STRUCTURES OF BELLEZA DEL DESIERTO PHASE 2 LANDSCAPE IMPROVEMENT DISTRICT.

WHEREAS, the Mayor and City Council did pass Resolution of intention No. 2183 declaring the intention to create Belleza Del Desierto Phase 2 Landscape Improvement District to operate, maintain, and repair certain landscape improvements within, near, and adjacent to the retention and detention basins and the parkings and parkways and related improvements (Landscape Improvements) in the Belleza Del Desierto Phase 2 Subdivision;

WHEREAS, the petition to form Belleza Del Desierto Phase 2 Landscape Improvement District was signed by all of the real property owners within the proposed District and A.R.S. § 574(C) authorizes City Council to adopt the resolution ordering the improvements, pursuant to the provision of A.R.S. § 48-581, without the necessity of publication and positing of the resolution of intention provided for in A.R.S. § 48-578.

WHEREAS, a legal description of the boundary for Belleza Del Desierto Phase 2 Landscape Improvement District and a diagram for Belleza Del Desierto Phase 2 Landscape Improvement District has been presented to City Council for consideration in this declaration of intention to order Belleza Del Desierto Phase 2 Landscape Improvement District as provided in A.R.S. § 48-576.

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

SECTION 1: City Council orders Landscape Improvements for Belleza Del Desierto Phase 2 Landscape Improvement District serving Belleza Del Desierto Phase 2 Subdivision. Once the Landscape Improvements are approved and constructed by the developer, the estimate of the cost and expenses shall be placed on file with the City

Clerk and presented to City Council in accordance with the provisions of A.R.S. § 48-574.

SECTION 2: City Council finds the Landscape Improvements for Belleza Del Desierto Phase 2 Landscape Improvement District are of more than local or ordinary public benefit, and are of special benefit to the respective lots, parcels and pieces of land within the described real property of Belleza Del Desierto Phase 2 Landscape Improvement District. City Council orders the cost and expense for the Landscape Improvements of Belleza Del Desierto Phase 2 Landscape Improvement District be chargeable upon the real and personal property within Belleza Del Desierto Phase 2 Landscape Improvement District, as described in Exhibits A. City Council declares that Belleza Del Desierto Phase 2 Landscape Improvement District is benefited by the Landscape Improvements and the real and personal properties within Belleza Del Desierto Phase 2 Landscape Improvement District are to be assessed the proportional share of the costs and expenses of the Landscape Improvements.

SECTION 3: All proceedings concerning the Landscape Improvements for Belleza Del Desierto Phase 2 Landscape Improvement District, including the calculations for the costs and expenses and all assessments to pay the costs and expenses of the Landscape Improvements, shall be made in accordance with the provisions of Title 48, Chapter 4, Article 2 of the A.R.S., as amended.

SECTION 4: Any public street or alley within the boundaries of Belleza Del Desierto Phase 2 Landscape Improvement District are omitted from the real and personal property of Belleza Del Desierto Phase 2 Landscape Improvement District and shall not be included in the assessment.

SECTION 5: In no event will the City of San Luis or any officer thereof be liable for any portion of the cost of said Improvement District nor any delinquency of persons or property assessed.

SECTION 6: City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property within Belleza Del Desierto Phase 2 Landscape Improvement District as provided in A.R.S. § 48- 574, as amended.

[Remainder of page left intentionally blank. Signature page follows.]

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2021.

_____

Gerardo Sanchez, Mayor

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

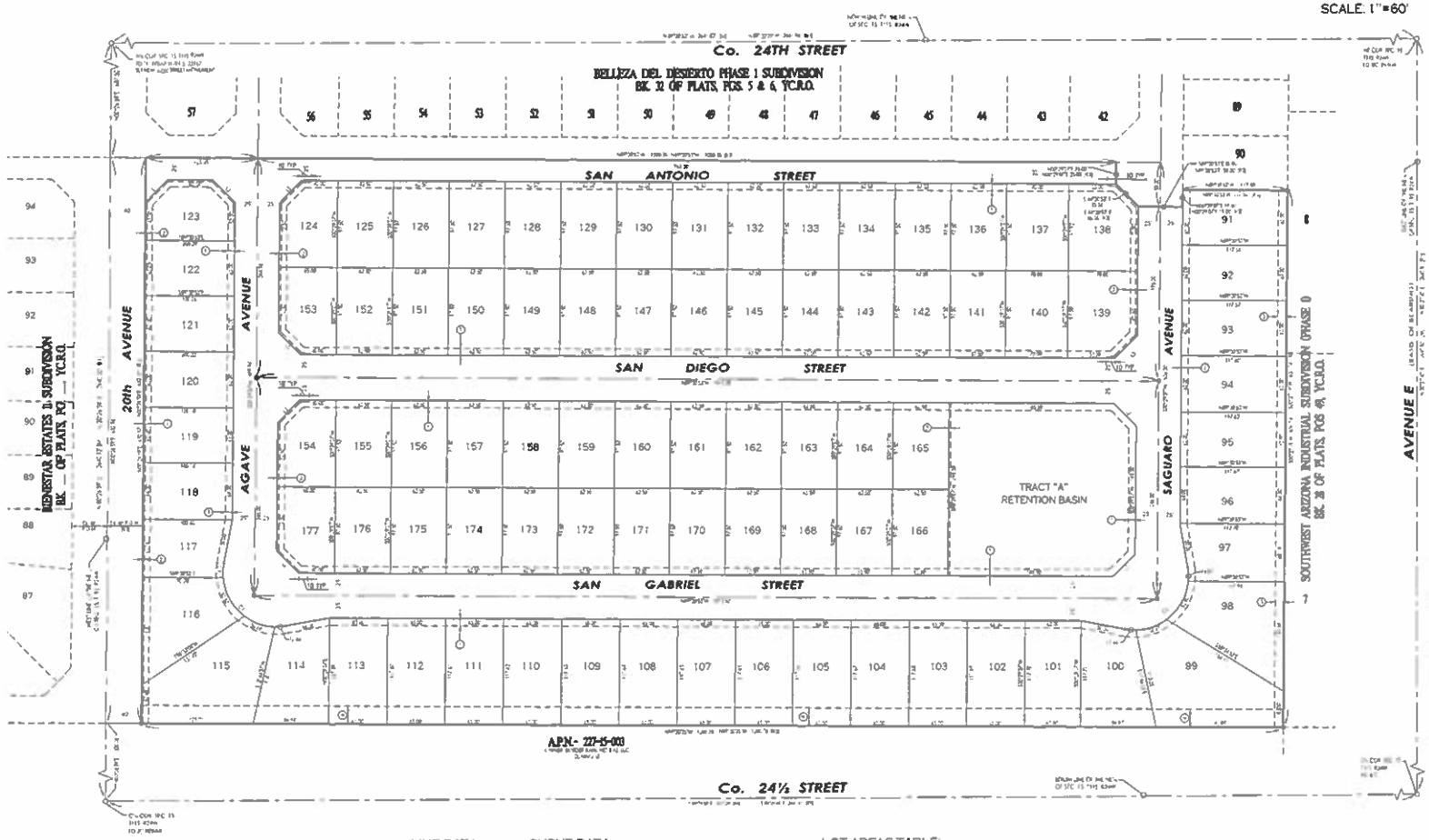
Kay Marion Macuil, City Attorney

BELLEZA DEL DESIERTO PHASE 2 SUBDIVISION

A SUBDIVISION OF A PORTION OF SECTION 15, T11S, R24W, G.&S.R.B.&M., YUMA COUNTY, ARIZONA, ALSO BEING PARCEL "B" OF THE BELLEZA DEL DESIERTO - LOT SPLIT, AS RECORDED IN BK. 31 OF PLATS, PAGE 24, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, AZ

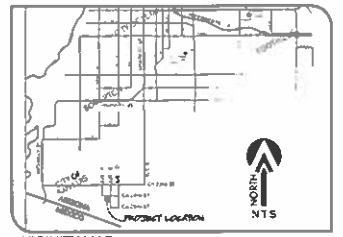
MARCH OF 2021 ACREAGE: 18.44 AC

FINAL PLAT



NORTH

SCALE: 1"=60'



VICINITY MAP

OWNER OF RECORD:

DBA INVESTMENT COMPANY, L.L.C., GENERAL PARTNER OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP
10682 S. CAMINO DEL SOL
YUMA, AZ 85367

BASIS OF BEARING

BEARING N 00°27'40" E

KEYNOTES

1. NEW 5' SIDEWALK EASEMENT
2. NEW 1' NON-ACCESS EASEMENT
3. 10' REAR YARD SETBACK
4. 20' SIGHT VISIBILITY TRIANGLE AS SHOWN ON SHEET 1

NOTE

- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH R.L.S. 16528
- PROPERTY CORNERS TO BE MARKED BY 1/2" DIAMETER REBAR TAGGED WITH R.L.S. 16528 (UNLESS NOTED OTHERWISE)

ELABORATED BY:

VEGA & VEGA ENGINEERING PLLC
1646 S 8th Avenue 928-329-0000 Tel
Yuma, Az 85364 928-247-4232 Fax
www.vegaandvega.com

LEGEND

- INDICATES BOUNDARY LINE
- INDICATES CENTER LINE
- INDICATES EASEMENT LINE
- 11 — INDICATES NUMBER
- • — INDICATES PROPERTY CORNERS TO BE MARKED BY 1/2" DIA. REBAR TAGGED WITH CAP L.S. 16528 (UNLESS NOTED OTHERWISE)
- ■ — INDICATES 1/2" REBAR COUNTY SURVEY DATUM No. 4,000 SINCE MONUMENT
- ○ — EXISTING MONUMENT (TYPE AS SHOWN)
- B.C. — INDICATES BRASS CAP
- Y.C.R. — INDICATES YUMA COUNTY RECORDING
- G.L.O. — INDICATES GENERAL LAND OFFICE
- R.O.W. — INDICATES RIGHT-OF-WAY
- N.A.E. — INDICATES NON-ACCESS EASEMENT
- M — INDICATES MEASURED DATA
- [P1] — DATA REFERS TO AREA SURVEY AS PREPARED BY JOHN C. ENGLE OF SAM GROUP INVESTMENT CO. LIMITED PARTNERSHIP, DATED 2/2021
- [P2] — DATA REFERS TO SOUTHWEST ARIZONA INDUSTRIAL SUBDIVISION (PHASE I) AS RECORDED IN BOOK 28 OF PLATS, PAGES 46 & 47 YUMA COUNTY RECORDERS OFFICE, YUMA, ARIZONA
- [P3] — DATA REFERS TO BELLEZA DEL DESIERTO - LOT SPLIT AS RECORDED IN BOOK 31 PAGE 24 Y.C.R.

LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA AND THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY, 2021 AND THAT THE MONUMENTS SHOWN HEREON EXIST AS DESCRIBED AND THAT THE SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOHN C. ENGLE — R.L.S. No. 16528

LINE DATA

NUMBER	LENGTH	BEARING
L1	30.00'	N89°32'20"W
L2	30.00'	N89°32'20"W

CURVE DATA

NUMBER	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH	TANGENT	RADIUS	ARC LENGTH
C1	90°00'00"	S44°32'20"E	56.56'	40.00'	40.00'	62.83'
C2	90°00'00"	N45°27'40"E	56.56'	40.00'	40.00'	62.83'

LOT AREAS TABLE:

LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)	LOT	AREA (SF)
1	7,200	21	7,200	41	7,200	61	7,200	81	7,200	101	7,200	121	7,200	141	7,200	161	7,200
2	7,200	22	7,200	42	7,200	62	7,200	82	7,200	102	7,200	122	7,200	142	7,200	162	7,200
3	7,200	23	7,200	43	7,200	63	7,200	83	7,200	103	7,200	123	7,200	143	7,200	163	7,200
4	7,200	24	7,200	44	7,200	64	7,200	84	7,200	104	7,200	124	7,200	144	7,200	164	7,200
5	7,200	25	7,200	45	7,200	65	7,200	85	7,200	105	7,200	125	7,200	145	7,200	165	7,200
6	7,200	26	7,200	46	7,200	66	7,200	86	7,200	106	7,200	126	7,200	146	7,200	166	7,200
7	7,200	27	7,200	47	7,200	67	7,200	87	7,200	107	7,200	127	7,200	147	7,200	167	7,200
8	7,200	28	7,200	48	7,200	68	7,200	88	7,200	108	7,200	128	7,200	148	7,200	168	7,200
9	7,200	29	7,200	49	7,200	69	7,200	89	7,200	109	7,200	129	7,200	149	7,200	169	7,200
10	7,200	30	7,200	50	7,200	70	7,200	90	7,200	110	7,200	130	7,200	150	7,200	170	7,200
11	7,200	31	7,200	51	7,200	71	7,200	91	7,200	111	7,200	131	7,200	151	7,200	171	7,200
12	7,200	32	7,200	52	7,200	72	7,200	92	7,200	112	7,200	132	7,200	152	7,200	172	7,200
13	7,200	33	7,200	53	7,200	73	7,200	93	7,200	113	7,200	133	7,200	153	7,200	173	7,200
14	7,200	34	7,200	54	7,200	74	7,200	94	7,200	114	7,200	134	7,200	154	7,200	174	7,200
15	7,200	35	7,200	55	7,200	75	7,200	95	7,200	115	7,200	135	7,200	155	7,200	175	7,200
16	7,200	36	7,200	56	7,200	76	7,200	96	7,200	116	7,200	136	7,200	156	7,200	176	7,200
17	7,200	37	7,200	57	7,200	77	7,200	97	7,200	117	7,200	137	7,200	157	7,200	177	7,200
18	7,200	38	7,200	58	7,200	78	7,200	98	7,200	118	7,200	138	7,200	158	7,200		
19	7,200	39	7,200	59	7,200	79	7,200	99	7,200	119	7,200	139	7,200	159	7,200		
20	7,200	40	7,200	60	7,200	80	7,200	100	7,200	120	7,200	140	7,200	160	7,200		

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. P.**

Meeting Date: 06/09/2021

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

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

Action Requested: Motion
Ordinance
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2021-0293 and Ordinance No. 417. An ordinance of the Mayor and City Council of San Luis, Arizona by amending Chapter 18 Zoning Regulations Section 18.30.020(E)(7) and 18.30.030(E)(6) of the San Luis City Code to change the requirements for covered parking on Multiple Residential Zoning Districts. **(Jose A. Guzman, Director of Planning & Zoning)**

A. Open public hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Reading of Ordinance No. 417 by title only.
   (Clerk to read the ordinance by title only)
D. Action on Ordinance No. 417

SUMMARY:

The current regulations require that all parking spaces for multiple residence buildings be covered. Staff believes this requirement is too restrictive and is proposing an amendment.

This amendment is not a reduction of required parking spaces but a reduction in the required "covered" parking spaces. For example, a complex with one hundred (100) units of two (2) bedrooms apartments will require to provide two (2) spaces per unit plus one (1) visitor parking space per every ten (10) units. So in total, this complex will require 210 parking spaces. The current regulation requires that all of the parking spaces are covered parking. With the proposed amendment the number required will be 210 parking spaces but only one hundred (100) of those spaces will be required to be covered parking.

In single residence zoning district the current regulations require one (1) carport or garage for one (1) vehicle. We are proposing one (1) covered parking per unit, in order for the residents of multiple residence zoning to have the same opportunity of having one (1) covered parking as the residents of single residence zoning districts.

CITIZEN REVIEW MEETING:

As required by State Statute and the City Code, a Citizen Review Meeting was held on May 4, 2021, at 6:00 P.M., due to the pandemic, this meeting was conducted via teleconference. Notice of the meeting was published in the local newspaper and the public was able to connect to the meeting or send out questions or comments via email before the meeting. The intent of this meeting was to allow the public to learn about the text amendment, ask questions, and/or express any comments or concerns. There were

no people from the public connected to the teleconference neither did the city received any comments or questions prior to the meeting.

PLANNING AND ZONING COMMISSION:
The Planning and Zoning Commission held a public hearing during their regular meeting of May 11, 2021. The Commission recommended approval of this text amendment.

STAFF RECOMMENDATION:
Staff recommends approval of Text Amendment Case No. 2021-0293 and Ordinance No. 417. This change in the regulations will help us continue being development-friendly.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING.
1. Staff presentation
2. Call to the public on this item
B. I MOVE TO CLOSE THE PUBLIC HEARING.
C. I MOVE TO APPROVE READING OF ORDINANCE NO. 417 BY TITLE ONLY.
(City Clerk to read the ordinance by title only)
D. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 417.

Fiscal Impact

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

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

Attachments

Ordinance No. 417
Proposed Amendments

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 417

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING CHAPTER 18 ZONING REGULATIONS SECTION 18.30.020(E)(7) AND 18.30.030(E)(6) OF THE SAN LUIS CITY CODE TO CHANGE THE REQUIREMENTS FOR COVERED PARKING ON MULTIPLE RESIDENTIAL ZONING DISTRICTS; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY;

WHEREAS, the current regulations regarding covered parking on multiple residential zoning district is too restrictive;

WHEREAS, all required public hearings has been held and all public notices has been posted;

WHEREAS, staff and the Planning and Zoning Comission made a recommendation of approval;

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

Section 1. Subsection 18.30.020(E)(7) of the San Luis City Code entitled " 'R-2' Medium-High Density Residential Zoning District" is proposed read as follows:

> (7) All multiple residential buildings shall provide parking in accordance with Chapter 18.75 SLCC. All multiple residential buildings shall provide one (1) covered parking per dwelling unit. The required covered parking canopy shall provide motion sensor/detector light fixtures which are to be placed under the parking shade canopy.

Section 2. Subsection 18.30.030(E)(6) of the San Luis City Code entitled " 'R-3' High Density Residential Zoning District" is proposed read as follows:

> 18.30.030(E)(6) All multiple residential buildings shall provide parking in accordance with Chapter 18.75 SLCC. All multiple residential buildings shall provide one (1) covered parking per dwelling unit. The required covered parking canopy shall provide motion sensor/detector light fixtures which are to be placed

under the parking shade canopy.

Section 3. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 4. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____day of June, 2021.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

PROPOSED TEXT AMENDMENT
COVERED PARKING REQUIREMENTS- MULTIPLE RESIDENTIAL ZONING DISTRICTS
CITY OF SAN LUIS CODE- CHAPTER 18: ZONING REGULATIONS
PROPOSED AMENDMENT BY STAFF

Subsection 18.30.020(E)(7) of the San Luis City Code entitled " 'R-2' Medium-High Density Residential Zoning District" is proposed read as follows:

18.30.020(E)(7) All multiple residential buildings shall provide ~~covered~~ parking in accordance with Chapter 18.75 SLCC. All multiple residential buildings shall provide one (1) covered parking per dwelling unit. The required covered parking canopy shall provide motion sensor/detector light fixtures which are to be placed under the parking shade canopy.

Subsection 18.30.030(E)(6) of the San Luis City Code entitled " 'R-3' High Density Residential Zoning District" is proposed read as follows:

18.30.030(E)(6) All multiple residential buildings shall provide ~~covered~~ parking in accordance with Chapter 18.75 SLCC. All multiple residential buildings shall provide one (1) covered parking per dwelling unit. The required covered parking canopy shall provide motion sensor/detector light fixtures which are to be placed under the parking shade canopy.