



AMENDED NOTICE AND AGENDA 5/23/2023

Please note that the Regular Council meeting scheduled at 6:00 p.m. has now been converted to a Special Council meeting scheduled for 5:00 p.m. as indicated below.

NOTICE OF SPECIAL 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 **Special City Council meeting at 5:00 p.m.**, Wednesday, May 24, 2023. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. 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 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 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

Tenga en cuenta que la reunión regular del Cabildo programada a las 6:00 p.m. ahora se ha convertido en una Reunion Especial del Cabildo programada para las 5:00 p.m. como se indica a continuación.

AVISO DE JUNTA ESPECIAL

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 Especial a las 5:00 p.m.**, el día Miercoles, 24 de Mayo del 2023. 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 invitado a la junta.

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

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

ESTE AVISO ES DADO POR:
/f/ Sonia Cornelio, Actuaría de la Ciudad

**AMENDED NOTICE AND AGENDA 5/23/2023
PREVIOUSLY ITEMS NO. 5.A, 5.B., 5.C. AND 5.D. HAVE BEEN REMOVED
AND RE-NUMBERED ACCORDINGLY**



**AGENDA
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 24, 2023
5:00 p.m.**

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

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. 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.

5. PRESENTATIONS:

5. A. Thank you and farewell to the Task Force Badge Arizona National Guard Soldiers for the support provided to the San Luis Police Department. **(Marco Santana, Lieutenant)**

5. B. Presentation of award to Mr. Dennis Lopez for assisting the San Luis Police Department. **(Marco Santana, Lieutenant)**

6. 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.

6. A. MINUTES OF

- Regular Council meeting held April 12, 2023
- Work Session held April 18, 2023
- Regular Council meeting held April 26, 2023

6. B. Disbursements from May 1, 2023 to May 12, 2023

Total disbursements \$1,921,398.23

(One Million, Nine Hundred Twenty-One Thousand, Three Hundred Ninety-Eight Dollars and Twenty-Three Cents)

- 6. C.** Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**
- 6. D.** Discussion and possible action on any and all matters regarding the contract with the Chicano Art Collective for the Chicano Art Walk event in San Luis, Arizona for the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**
- 6. E.** Discussion and possible action on any and all matters regarding the contract with the Comite De Bien Estar, Inc. for the Cancer Support Group of Yuma County for the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**
- 6. F.** Discussion and possible action on any and all matters regarding the contract with the Comite De Bien Estar, Inc. for the Cesar Chavez Life and Legacy Celebrations in March. **(Jenny Torres, Assistance City Manager)**
- 6. G.** Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**
- 6. H.** Discussion and possible action on any and all matters regarding the contract with the Humane Society of Yuma for the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**
- 6. I.** Discussion and possible action on any and all matters regarding two proposals from Consultant Ramirez Advisors Inter-National, LLC. the first for the basic consulting services including assistance and coordination with Federal, State, and Bi-National entities, and the second for consulting for federal grants and federal lands for Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**
- 6. J.** Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**

- 6. K. 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 the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**

- 6. L. Discussion and possible action on any and all matters regarding Resolution No. 2262. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit (YCAT), the regional public transportation services for the fiscal year 2023-2024; repealing conflicting provisions; and providing for severability. **(Jenny Torres, Assistant City Manager)**

- 6. M. Discussion and possible action on any and all matters regarding the Fiscal Year 2023-2024 budget for City Council's dues, and subscriptions. **(Jenny Torres, Assistant City Manager)**

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

- 7. A. Discussion and possible action on any and all matters regarding Mesa Street Improvements Phase II Change Order No. 1. **(Jenny Torres, Assistant City Manager)**

- 7. B. Discussion and possible action on any and all matters regarding proposed changes from the May 3, 2023, version of the Lease Agreement with Gemini Property Holdings, Inc. for a temporary Police Station located in East San Luis. **(Miguel Alvarez, Interim Chief of Police)**

- 7. C. 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, 2023. **(Marcos Ramirez, San Luis Frontera Rotary Club)**
 - 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

8. **SUMMARY OF CURRENT EVENTS**

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

9. **ADJOURNMENT**



PRESENTATION

Special City Council Meeting

5. A.

Meeting Date: 05/24/2023

Submitted By: Michelle Boucher, Police Department

Presentation Topic/Summary:

Thank you and farewell to the Task Force Badge Arizona National Guard Soldiers for the support provided to the San Luis Police Department. **(Marco Santana, Lieutenant)**



PRESENTATION

Special City Council Meeting

5. B.

Meeting Date: 05/24/2023

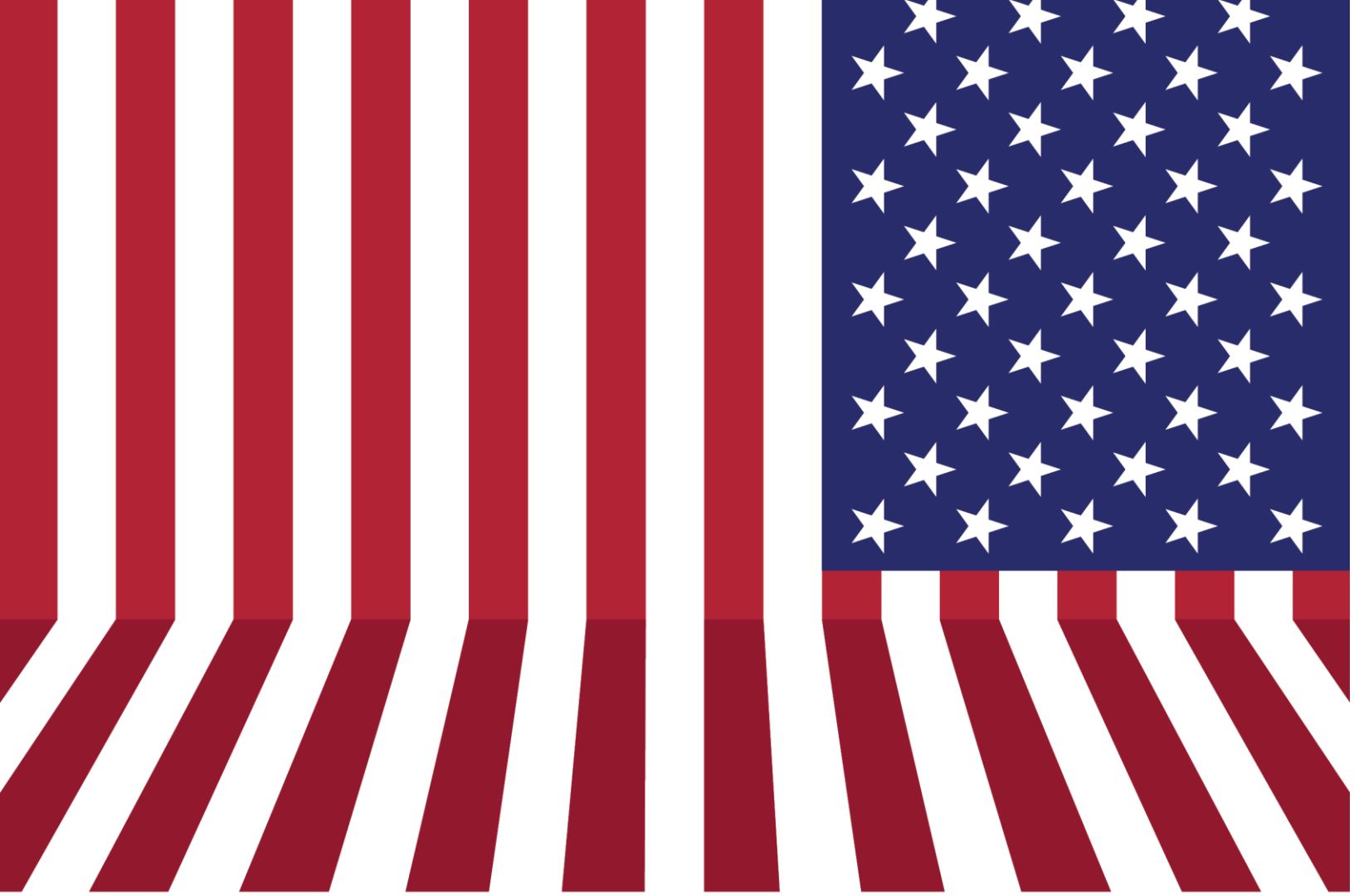
Submitted By: Michelle Boucher, Police Department

Presentation Topic/Summary:

Presentation of award to Mr. Dennis Lopez for assisting the San Luis Police Department. **(Marco Santana, Lieutenant)**

Attachments

Citizen Award for Valor



Citizen Award for Valor



Awarded by the Chief of Police to private citizens for voluntarily placing their safety at risk to aid a police officer or fellow citizen during a criminal act or life-threatening situation. This award is evidenced by a framed certificate.





AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. A.

Meeting Date: 05/24/2023

Summary

MINUTES OF

- Regular Council meeting held April 12, 2023
 - Work Session held April 18, 2023
 - Regular Council meeting held April 26, 2023
-

Attachments

4/12/2023 RCM
4/18/2023 WS
4/26/2023 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 12, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales
Council Member Gloria Torres
Council Member Javier Vargas

OTHERS PRESENT: Ralph Velez, Interim City Manager
Jenny Torres, Assistant City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alicia Zermeño, Court Magistrate
Angel Ramirez, Fire Chief
Derek Dueñas, Information Technology Manager
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Billing & Collections Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jose A. Guzman, Director of Planning & Zoning
Jose Luis Cisneros, Acting Assistant Director of Parks & Recreation
Manuel Hernandez, Project Manager
Marco Santana, Police Lieutenant
Miguel Alvarez, Interim Chief of Police
Miguel Ramirez, Finance Accounting Manager
Monica Castro, Director of Finance
Olivia Jenkins, Government & Foreign Affairs Coordinator
Roula Encinas, Finance Operations Manager
Ruben Lopez, I.T. Technician
Viviana Briones, Office Assistant
Yolanda Dueñas, Facilities Supervisor

Adelina Jaime, Resident
Brian De La Hoya, Resident
Cesar Neyoy, Reporter
Christian Cuevas, Interpreter
Lucky Hoyos, Resident
Maria Luisa Arreola, Resident
Mark Concha, Resident
Nydia Mendenhall, Resident
Veronica Zavala, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Javier Vargs led the Pledge of Allegiance.

3. INVOCATION

Mr. Juan Lomeli, Deacon – St. Jude Catholic Church, led the invocation.

4. CALL TO THE PUBLIC

There were no comments from the public.

5. PROCLAMATIONS/PRESENTATION

5. A. Administrative Professionals Day April 26, 2023 and Administrative Professionals Week April 23 - 29, 2023

5. B. National Library Week April 23-29, 2023

Mrs. Sonia Cornelio, City Clerk, read the title of the Proclamations.

6. CONSENT AGENDA

6. A. MINUTES OF

- Regular Council meeting held March 8, 2023
- Special Council meeting held March 9, 2023
- Work Session held March 15, 2023

6. B. Disbursements from March 16, 2023 to April 3, 2023

Total disbursements \$2,993,007.25

(Two Million, Nine Hundred Ninety-Three Thousand, Seven Dollars and Twenty-Five Cents)

6. C. Discussion and possible action on any and all matters regarding the adoption of the San Luis I Port of Entry Impact Study. (Jenny Torres, Assistant City Manager)

MOTION: Council Member Gloria Torres/Council Member Tadeo Azael De La Hoya to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the appointment of a Council Member to serve on the Yuma County Library District Board of Trustees. (Ralph Velez, Interim City Manager)

Ms. Olivia Jenkins, Government & Foreign Affairs Coordinator, indicated there is a vacancy in the Yuma County Library District Board of Trustees due to the resignation of a former Council Member appointed to this board. As a result, there is a vacancy and asked that a Council Member be appointed to finish the current term and to serve the next three (3)-year term. Mr. Jenkins added that there is one (1) request from Vice Mayor Luis E. Cabrera to serve on this board.

MOTION: Mayor Nieves Riedel/Council Member Javier Vargas to appoint Vice Mayor Luis E. Cabrera to the Yuma County Library District Board of Trustees, whose term will expire on June 30, 2023 and appoint Vice Mayor Luis E. Cabrera to serve the next three-year term which expires on June 30, 2026. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding the acceptance and approval for the filing of the Annual Comprehensive Financial Report for the City of San Luis, Fiscal Year Ended June 30, 2022. (Monica Castro, Director of Finance and Heinfeld, Meech & Co., P.C.)

Ms. Monica Castro, Director of Finance, introduced Ms. Brittney Williams, Engagement Partner – Heinfeld Meech.

Ms. Williams briefly explained the results of the audit for the City of San Luis; the report is attached to the complete agenda packet filed at the City Clerk’s Office. She concluded that the results of the audit are really good and there is really no complaints.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to accept and approve the filing of the Annual Comprehensive Financial Report for the City of San Luis for the Fiscal Year Ended June 30, 2022. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. C. Discussion and possible action on any all matters regarding authorization to reallocate FY 2023 budget capacity to projects requested in FY 2024 Budget, and to waive the procurement code as allowed under San Luis Purchasing Code Section 3.05.010 (F) for purchases exceeding the \$45,000.00 threshold. (Monica Castro, Director of Finance)

Ms. Monica Castro, Director of Finance, explained that she has received all the budget requests for the next Fiscal Year 2024 and after reviewing the requests, the total of these projects is \$50 million. This amount is \$22 million more than last year. Staff has identified projects that will not be completed this year of at least \$2 million. This situation causes a weight in the 2024 budget due to all those projects being rolled over to 2024. In an effort to balance the budget, staff is asking the Mayor and City Council to authorize reallocation of the budget from 2023 by reallocating the budget to the appropriate account and funding. She clarified that reallocating budget does not mean that staff is utilizing the funds for those projects. The projects identified and those that can utilize capacity are Well Site 5 and the East Community Park. Ms. Castro also mentioned that staff is asking for authorization to waive the formal purchasing procedures. Time is of essence and if approved, staff needs to proceed with the purchases immediately, so that items are received before the end of the fiscal year.

MOTION: Council Member Matias Rosales/Mayor Nieves Riedel to approve budget transfer as presented in the Budget Transfer Detail Form in this agenda item to complete in FY 2023 projects requested in FY 2024 Budget and to waive formal procedures for the good cause presented as allowed under San Luis Purchasing Code. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding the engagement of Nicklaus Engineering, Inc. for design and engineering services for the Ave F roadway widening project. (Manuel Hernandez, Public Works Project Manager)

Mr. Eulogio Vera, Director of Public Works, stated that last year staff began negotiations on this project for the design with Kimley Horn but did not reach an agreement on the price as it was too high. Staff negotiated the price of the design with Nicklaus Engineering; this project is for the design of Avenue F between Cesar Chavez Boulevard and San Luis Lane or County 23 ½. The land is a Yuma County island; to formally get it under the city, it would have to go through the annexation process. The County would not oppose to it, but it is a lengthy procedure. The City of San Luis can also build the roadway with just an encroachment permit from the County to allow the city to build it on their land. Mr. vera clarified that the design of the intersection of Avenue F and San Luis Lane is going to be part of the Cesar Chavez Boulevard project. The San Luis Lane and Avenue F intersection will include a traffic signal as part of the school that is being built there. The design of this project will be completed in the next six (6) months and as far as construction, this is one (1) of Public Works' Capital Improvement Project. The priority will be discussed during the budget retreat and depending on what projects will be going first, will determine if it can be moved to next year or later.

There was some discussion between the Mayor, Council Members and Mr. Vera regarding other county alliance, moving forward with the annexation process and bike lanes.

Mr. Vera stated that the budgeted amount for this project is \$50,000.00, however the total cost will be over \$83,000.00, therefore it will be necessary to transfer from one account to the other, if approved by the Mayor and City Council.

MOTION: Council Member Matias Rosales/Council Member Maria Cecilia Cruz to accept the Professional Services for Engineering and Design Services for the Avenue F Widening Project by Nicklaus Engineering Incorporated not to exceed \$83,521.00 and approve the transfer of funds as presented and the direction to move forward with annexing it. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. E. Discussion and possible action on any and all matters regarding the City of San Luis purchasing slurry seal application services from American Pavement Preservation for the application of type 2 slurry seal for Fiscal Year 2022-2023 Spring Pavement Preservation Project. (Manuel Hernandez Public Works Project Manager)

Mr. Manuel Hernandez, Public Works Project Manager, indicated that in continuance of the spring Pavement Preservation Program, staff recommends that the city accepts services offered by American Pavement Preservation for a total amount not to exceed \$350,000.00.

MOTION: Council Member Javier Vargas/Council Member Gloria Torres to accept the services as presented for the Fiscal Year 2023 Spring Pavement Preservation Project not to exceed \$350,000.00 and approve budget transfer as presented in the fiscal impact of this item. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. F. Discussion and possible action on any and all matters regarding the City of San Luis Public Works Department accepting Construction Services from DPE Construction, Inc. for the rehabilitation of two (2) lift stations; Los Alamos Lift Station and East Mesa Lift Station. (Manuel Hernandez, Public Works Project Manager)

Mr. Manuel Hernandez, Public Works Project Manager, stated that the Department of Public Works is seeking the Mayor and City Council's approval for accepting Construction Services from DPE Construction, Inc. for the Rehabilitation of two (2) lift stations; Los Alamos Lift Station in the amount of \$153,455.11 and East Mesa Lift Station in the amount of \$211,868.68.

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to accept construction services from DPE Construction, Inc. for the rehabilitation of two (2) lift stations not to exceed \$365,323.79 and to waive formal purchasing procedures per City Code 3.05.010 (F) for the good cause presented and reallocate ARPA Budget as stated in the fiscal impact of this item. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. G. Discussion and possible action on any and all matters regarding authorization to use Council Contingency Funds to complete reconstruction repairs of the Fernando Padilla Community Center Repair Project. (Yolanda Dueñas, Facilities Supervisor)

Ms. Yolanda Dueñas, Facilities Supervisor, stated that during the City Council meeting held on January 25, 2023, \$100,000.00 were authorized to be reallocated from the Fleet Shop Project to the Fernando Padilla Community Center, these funds were used for the demolition, plumbing, electrical, I.T. wiring, tape, texture, cabinets and replacement of an A.C. unit. Staff has identified additional things required in the building, therefore additional funds are needed to complete the project totaling \$100,000.00. These funds will cover interior painting, restroom partitions, flooring installation, flooring and a front door replacement.

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve budget transfer as stated in the Fiscal Impact Statement of this item. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. H. Discussion and possible action on any and all matters regarding Order No. 2023-05. An Order of the Mayor and City Council of the City of San Luis, Arizona, (1) authorizing and directing the acquisition of all property necessary for the construction of a well site and expansion of City Departments by dedication, donation, purchase, exchange, or under the power of eminent domain as a matter of public necessity, and (2) authorizing the transfer of funds to make up the shortfall from the general fund and Water Fund for the acquisitions, and (3) authorizing the City Manager to take any and all actions in furtherance of the acquisitions. (Jenny Torres, Assistant City Manager)

Ms. Jenny Torres, Assistant City Manager, mentioned that the City Council had previously directed staff to look at several properties for the infrastructure for a well site and expansion of City Hall. Staff has discussed several locations for a well site on the east side of town and selected the corner of County 25th Street and Avenue D which is four (4) acres. An appraisal was completed and make an offer to the property owner and accepted it with the 10%, which is allowed by law. This well site is part of the future development projects. She added that Department Heads met and discussed the expansion of City Hall and briefly spoke about the locations illustrated on the attachment of this agenda item, filed at the City Clerk's Office with the complete Council Agenda. Staff has identified the land located on the northeast corner of Union Street and 4th Avenue for the city offices.

MOTION: Council Member Matias Rosales/Council Member Maria Cecilia Cruz to approve Order No. 2023-05, the authorization of budget transfers from the accounts as stated in the fiscal impact and authorize the City Manager to take such actions as may be needed to close escrow according to the terms in the offer packages. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. I. Discussion and possible action on any and all matters regarding Resolution No. 2258. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting a Fair Housing Policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing. (Jenny Torres, Assistant City Manager)

Ms. Jenny Torres, Assistant City Manager, indicated that the City of San Luis promotes fair housing and this resolution is part of the requirement to submit grants to the Arizona Department of Housing.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve and adopt Resolution No. 2258. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. J. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2260. A Resolution of the Mayor and City Council of the City of San Luis authorizing the submission of an application for FY 2023 Community Development Block Grant (CDBG) Regional Account funds (RA) and FY 2022 State Special Projects (SSP) funds, certifying that said applications meet the community's previously identified housing and community development needs and the requirements of the Arizona Department of Housing (ADOH) Community Development Block Grant Program, and authorizing all actions necessary to implement and complete the activities outlined in said applications. (Jenny Torres, Assistant City Manager)

A. Open Public Hearing

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to open the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

1.) Presentation by staff

Ms. Jenny Torres, Assistant City Manager, explained that the Community Development Block Grant (CDBG) is money that comes from the federal government to the state and municipalities are able to apply for economic development, housing, public service, public facilities and improvements. There is a requirement that the projects have to meet national objectives. The first objective is to benefit low and moderate income persons; the medium income is approximately \$43,000.00, therefore 30% of this is for families between \$20,000.00 and \$30,000.00. There are specific areas that qualify by performing special surveys and verify what the income level is. Most of the areas that qualify are older portions of town, Plaza I, Plaza II, Los Portales, Rancho Los Oros, Escondido. There have been community members that have tried to use some of the funding in other areas, however, unfortunately they do not qualify. This is the reason staff continues to focus those fundings in the mentioned areas.

The second objective is prevention and elimination of slums and blight; one must have this designation. The city just did the Redevelopment Master Plan and designated all of downtown as slum blight, thereby, allowing staff to be able to tap into this funding for that area.

The third objective is an urgent need; there has to be a catastrophic event in order to be able to have access to those fundings.

The first Public Hearing was held in February 2023 for the registration of eligible projects and at the second Public Hearing, which is today, the projects are presented to to the City Council for consideration. Only two (2) projects were submitted by the Public Works Department, which are Merrill Avenue Street Improvements Phase I Project for CDBG Regional Account funding and Merrill Avenue Street Improvements Phase II Project for CDBG State Special Project funding. Both projects ranked as having the highest potential for advancement to the Arizona Department of Housing.

2.) Call to the public on this item

Mayor Nieves Riedel asked when was the last time the city did something for this street.

Council Member Tadeo De La Hoya commented that these streets have not been forgotten and the amounts are high. He did have this conversation with Mr. Vera when Council Member Tadeo Azael De La Hoya was the City Manager, but the city did not have the funding at the time.

Mr. Eulogio Vera, Director of Public Works, responded that there was not been any improvements done on this roadway since it was built. Staff has added a slurry application to half of the road as the other half was not a candidate for slurry. This is a half width road and bumpy. To add to Council Member Tadeo Azael De La Hoya's comment, staff has discussed different projects in different areas and the city has always tried to be as competitive as one can and reduce the risk of not getting the grant. Staff has undertaken some of the projects by resolving water, sewer and drainage issues. Staff has harder time trying to identify the bigger projects to stay competitive.

Vice Mayor Luis E. Cabrera asked if the road will be widen.

Mr. Vera replied yes, the new design is to widen Merrill Avenue to include additional lanes and sidewalks on both sides.

B. Close Public Hearing

MOTION: Council Member Gloria Torres/Council Member Tadeo Azael De La Hoya to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

C. Action on Resolution No. 2260

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to approve and adopt Resolution No. 2260. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. K. Discussion and possible action on any and all matters regarding Resolution No. 2261. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, Yuma County, committing local funds as leverage for FY 2023 Community Development Block Grant Regional Account (CDBG -RA) and FY 2022 Community Development Block Grant State Special Project (CDBG-SSP) applications. (Jenny Torres, Assistant City Manager)

Ms. Jenny Torres, Assistant City Manager, stated that this resolution commits the match money for the applications, therefore, this becomes a priority for the community.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve and adopt Resolution No. 2261, committing city funds for the Community Development Block Grant applications as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. L. 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 during the 2023 Arte en la Calle event to be held Friday, April 21, 2023. (Marcos Ramirez, Secretary for San Luis FRONTERA Rotary Club)

A. Open Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to open the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

1. Staff and/or applicant presentation

Mr. Gustavo MacGrew, San Luis Frontera Rotary Club, stated this application is to sell alcohol during the Arte en la Calle event.

2. Call to the Public on this item

There were no comments from the public on this item.

B. Close Public Hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Matias Rosales to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to recommend approval to the Arizona Department of Liquor Licenses and Control for the Special Event Liquor License application submitted by the San Luis Frontera Rotary Club as presented. Motion passed with six (6) aye votes and one (1) nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

8. SUMMARY OF CURRENT EVENTS

Council Member Tadeo Azael De La Hoya reported that he along with Council Members Maria Cecilia Cruz, Javier Vargas and Interim City Manager met in Washington, D.C., with Mr. Raul Grijalva, Congressman and Mr. Ruben Gallego, U.S. Representative - 3rd District in Phoenix, to ask them for their support on the Rural Surface Transportation Grant for the Cesar Chavez Boulevard and for the Thriving Communities Grant which allows the city to have a grant writer and get reimbursed for their salary.

Vice Mayor Luis E. Cabrera reported that the city was awarded the Driving Communities Grant.

Council Member Maria Cecilia Cruz reported that she attended the National League of Cities and the session "Getting Ready for the Financial Data Transparency Act SB4295" spoke about this bill that requires federal financial regulatory agencies to adopt specific data standards, which is with respect to format, searchability and transparency. She added this is new and provided the information to Ms. Monica Castro, Director of Finance, to obtain further details. She also reported that during that seminar, she learned about different grants and one (1) that really interested her is the Cop Hiring Grant and relayed the information to Interim Chief of Police Miguel Alvarez. Council Member Maria Cecilia Cruz reported that she also attended the Yuma Metropolitan Planning Organization meeting and there was an amendment to the Transportation Improvement Program (TIP). For Fiscal Year 2023 for 10th Avenue and Los Alamos Street, which on the description is a curve realignment and the federal funding was \$306,947.00 and the city will have a local match of \$18,553.00. For Fiscal Year 2024, same project the federal funding is \$1,310,638.00 and the local match amount is \$79,222.00.

Council Member Javier Vargas reported that during his meeting with Congressman Raul Grijalva and U.S. Representative Ruben Gallego, they mentioned that the City of San Luis does have their support and great things are coming to this community.

9. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to adjourn the Regular Council meeting at approximately 7:07 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, 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 April 12, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 18, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Work Session to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Council Member Tadeo Azael De La Hoya - arrived at 6:07 p.m.
Council Member Javier Vargas
Council Member Gloria Torres
Vice-Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Ralph Velez, Interim City Manager
Jenny Torres, Assistant City Manager
Kay Marion Macuil, City Attorney
Sonia Cornelio, City Clerk
Doming Sosa, Graphics and Media Specialist
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Francia Alonso, Acting Public Information Officer
Jose L. Cisneros, Acting Assistant Director of Parks & Recreation
Monica Castro, Director of Finance
Olivia Jenkins, Government & Foreign Affairs Coordinator
Alberto Limon, Resident
Albert Leon, Resident
Alvaro Escalante, Resident
Gary Snyder, Resident
Luis Arreola, Resident
Maria Hoyos, Resident
Maria Robles, Resident
Mark Concha, Resident
Omar Heredia, Resident
Ruben Walsh, Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and possible directions to staff on any and all matters regarding the informational presentation by Stifel, Public Finance Advisors, on the process to raise

revenue through a property tax to improve city services to the residents of San Luis, Arizona. (Mark Reader, Managing Director at Stifel)

Mayor Nieves Riedel thanked all those present at this work session.

Mr. Mark Reader, Managing Director at Stifel, mentioned that the information given during this presentation is very useful for the city, as it considers the option to increase its revenues relatively to support the growth in the city. He shared a toolbox that is utilized in numerous cities around the state to help increase revenues through what is known as the primary property tax levy. Mr. Reader presented a PowerPoint that contained the property tax definitions, in which he explained that two (2) types of property taxes are utilized in Arizona, 1) Primary Property Tax, which requires voter approval for a specific dollar amount that if successful the city can levy and collect additional revenues for the maintenance and operation budget of the city and can be used for other capital improvements such as roads, open space, and other high priority capital improvement projects. 2) Secondary Property Tax, which is generally used by schools and requires voter approval, the cities use this one as well. He informed that in Arizona all property tax requires elections. The city has never levied a property tax in its history. Furthermore, he informed that the limitation on the amount of primary property tax levied by municipalities is rooted in the Arizona Constitution. He mentioned that the limitation is referenced in terms of tax dollars, not tax rates. Mr. Reader presented a scenario if the city were to proceed with an election to levy taxes. He stated that under the Arizona Revised Statutes, the city is authorized to levy primary property tax in the preceding year to submit the issue for voter approval. He added that under state statute an election may be held on the third Tuesday in May for the following fiscal year. If this is approved in May 2024, a property tax is collected beginning in fiscal year 2024-2025. He mentioned that the proposed amount of levy is determined by City Council. He stated that during the planning process, the City Council will determine how the revenue will be spent. Mr. Reader also included a slide that contains the Limited Assessed Property Value History, Estimated Taxpayer Impact FY 2024-2025, Overlapping Tax Rates and Assessed Values (a), Primary Rates in Other Sample Cities (FY 2022-2023), and Disclosure. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Mayor Nieves Riedel mentioned that she would like to form a committee with members of the public. She stated that the City of San Luis has a total of 73 subdivisions, and out of those 25 subdivisions have an improvement district, those are the ones that pay a fee and it averages on the subdivision that you are in from \$240 up to \$300, if the property tax was approved the people that live on those 25 subdivisions will receive on the tax bill because the city will not charge both fees. Mayor Riedel commented that she had a conversation with the City Manager regarding the need for a Police Substation on the east side of San Luis. She mentioned that the city has no money to fund this project but to accomplish this project, other projects will have to be put aside and staff need to find a solution.

Vice Mayor Luis Cabrera asked if the property tax is to be approved by the voters, are there any restrictions as to how to spend those funds.

Mr. Mark Reader replied that there are no restrictions, the way this process works is that it gives the authority to levy certain dollar amounts as deemed appropriate.

Mr. Gary Snyder, a San Luis resident, stated that the property tax is needed in the city as it is fast growing, and this creates a lot of traffic congestion. He mentioned that the previous administration brought this proposal to the table, but it did not go through because there was no transparency. He stated that the community should work together.

Mayor Riedel asked Jenny Torres, Assistant City Manager, to give a brief update of the funding received for the Cesar Chavez Boulevard project.

Ms. Torres informed that the city is trying to tap into all sources of funding, including state and federal and state funding; the city received \$1.2 million from congressional direct spending for the design and was able to tap into the Arizona Smart Fund Program through the Arizona Department of Transportation and received \$2.7 million for a total of \$4 million for the design to be completed by June 2024. She added that the city also was able to obtain \$33 million through a State Bill, unfortunately, the project has been delayed because of the amount of funding required. Staff will be applying for two (2) different sources of funding, one of them is through USDOT which is called the Raise Grant, the city is requesting \$25 million, and the second will also be from USDOT and it is called the Rural Surface Transportation Grant the city is also applying for \$25 million, both applications were highly rated and they went through the senior review which is almost the final review for the final step to getting the funding. She commented that staff is advocating via State and Federal levels to obtain this funding for the widening project. Furthermore, she added that the city also applied for the US Thriving Communities Program, which consists of the Department of Transportation hiring high-capacity builders that will help the communities to identify grants and help apply for funding.

Council Member Tadeo Azael De La Hoya asked how many cities pay property taxes and how many do not.

Mayor Riedel replies that there are a total of 91 cities in Arizona from where 51 pay and 40 do not pay for a primary property tax.

Mr. Mark Reader commented that San Luis is dependent upon local sales tax, which is very important as well as state-shared revenues, the levy of a property tax will help stabilize the city's budget and provide diversity to the revenue stream to help offset a potential issue in the future.

3. Adjournment

Mayor Nieves Riedel adjourned the meeting at approximately 6:41 p.m.

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on April 18, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
April 26, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:01 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales
Council Member Javier Vargas

ABSENT: Council Member Gloria Torres

OTHERS PRESENT: Ralph Velez, Interim City Manager
Jenny Torres, Assistant City Manager
Kay Macuil, City Attorney
Melissa Lopez, Deputy City Clerk
Adela Cortez, Director of Human Resources
Angel Ramirez, Fire Chief
Aracely De La Hoya, Senior Services Manager
Domingo Sosa, Graphics and Media Specialist
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Joaquin Campa, Building Official
Jose A. Guzman, Director of Planning & Zoning
Miguel Alvarez, Interim Chief of Police
Olivia Jenkins, Government & Foreign Affairs Coordinator
Ruben Lopez, I.T. Technician
Cesar Neyoy, Reporter
Christian Cuevas, Interpreter
Columba Nuñez, Resident
Esteban Rosales, Resident
Jose Ponce, Resident
Lucy Lopez, Reporter
Mark Concha, Resident
Najeh Edais, Edais Engineering

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. INVOCATION

Ms. Elia Martinez – Pastor Templo Vino Nuevo, led the invocation.

4. CALL TO THE PUBLIC

Mr. Alberto Cardenas, 1582 San Pedro Street, San Luis, AZ, commented that approximately two (2) months ago a council meeting was held where the shade structures were discussed. He added that he built a structure in his home approximately 30 years ago and in order for him to be allowed to keep it, he had to sign a legal document and increase his insurance coverage. He later learned that the current administration was going to try to remove the condition that if the owner wanted to sell or transfer the property, the structure would need to be removed. He attended the community workshop regarding shade structures the day before and was informed that this proposal is in the works and is not finalized. He asked the Mayor and City Council not to forget about this.

5. PROCLAMATIONS/PRESENTATION

5. A. Powertalk 21 Day April 21, 2023

5. B. 54th Annual Professional Municipal Clerks Week April 30 - May 6, 2023

5. C. Economic Development Week May 8 - 12, 2023

5. E. Bike Month May 2023

Ms. Melissa Lopez, Deputy City Clerk, read the title of the Proclamations.

5. F. Certificates of Appreciation to members of the Volunteer Income Tax Assistance (VITA) Program. (Mayor Nieves Riedel)

Ms. Francia Alonso, Public Information Officer, stated that recognition is being given to the VITA Program volunteers. This program is a volunteered income tax assistance program to assist the public.

Mayor Nieves Riedel thanked the volunteers on behalf of herself and the City Council for the time they provide to assist the public.

6. CONSENT AGENDA

6. A. MINUTES OF

- MINUTES OF - Regular Council meeting held March 22, 2023

6. B. Disbursements from April 4, 2023 to April 17, 2023

Total disbursements \$2,625,192.26

(Two Million, Six Hundred Twenty-Five Thousand, One Hundred Ninety-Two Dollars and Twenty-Six Cents)

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding a Lease Agreement with Comite De Bien Estar for a temporary Police Station located in East San Luis. (Miguel Alvarez, Interim Chief of Police)

Mr. Miguel Alvarez, Interim Chief of Police, explained that second police station to be built on County 24th Street will be completed two (2) to three (3) years. In the meantime, staff is looking into the option of leasing a building for a temporary sub-station from Comite De Bien Estar located on 298 Avenue F. The building is approximately 12,000 square feet and there is some upfront cost to recondition the building suitable for police functions. This building will provide a training center and does have the room for an office space that can be used to bring other services within that building along the police services and will make it accessible for the local community to reach out a Police Officer when needed.

MOTION: Council Member Matias Rosales/Council Member Javier Vargas to continue this item to the next scheduled Council meeting on May 10, 2023, due to a contract not being available. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding the appointment of a member to serve on the Western Arizona Council of Governments (WACOG) Regional Council of Aging. (Olivia Jenkins, Government and Foreign Affairs Coordinator)

Ms. Olivia Jenkins, Government and Foreign Affairs Coordinator, stated that WACOG contacted the city requesting an appointee from the City Council or designee to serve this board. Former Council Member Jose Ponce was appointed to serve of this board, however since his term ended the term with WACOG did as well. An email was sent to the Mayor and City Council asking for a volunteer but no response was obtained. The membership is a three (3)-year term and they meet the third Tuesday of each month in Parker, Arizona, for a total of five (5) meetings during the year.

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Luis E. Cabrera to appoint Council Member Maria Cecilia Cruz to serve on the WACOG Regional Council on Aging as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding Incentive Program for Public Safety Departments (Police and Fire). (Adela Cortez, Director of Human Resources)

Ms. Adela Cortez, Director of Human Resources, explained that there is a nationwide shortage of personnel in Public Safety Departments. The ability to recruit, retain and hire the qualified individuals has been a difficult task. Public Safety Departments are short staff and trying to compete with all other agencies throughout the country. They are coming with creative ways of providing different compensation, plans and programs in order to attract officers. At the City of San Luis, staff has organized a plan for incentives and perks for the Fire and Police Departments.

The plan includes incentives for hiring, retention, education, special assignments among various other incentives. Ms. Cortez briefly explained the financial impact in this plan get approved.

Council Member Tadeo Azael De La Hoya commented that this will increase the financial liability and somehow staff is going to have to find ways to come up with the revenues as this will become costly to maintain it and be the safest city or on the top ten (10) safest cities.

Council Member Matias Rosales asked regarding the incentives being after a 12 month period and other cities have the same type of incentives after a 24 month period and if Ms. Cortez considered this too short or if the City of San Luis should mirror some of the other communities and making it after two (2) years.

Ms. Cortez responded that a time period has not been finalized, in addition staff looked into other municipalities and staff is trying to break it into installments and not paying it in one (1) lump sum as there is still risk of someone getting the incentive and then leaving the agency. There will be an agreement with criteria that will need to be met by the new hires in order to qualify to receive the incentive.

Vice Mayor Luis E. Cabrera stated this is very much needed adding that a few months ago there was a directive to work on the salary study for all city employees and asked when that is presented, will there be an adjustment to the plan being presented tonight.

Ms. Cortez answered that the study that was completed for law enforcement agencies included incentives as well as base pay so when information is provided on the study, this will be taken in consideration. Staff is not touching the base as it will be part of the full study.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve the Public Safety Incentive Program as presented and the budget transfer as stated in the fiscal impact of this item. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding Order No. 2023-06. An order of the Mayor and City Council of the City of San Luis, Arizona, providing for employee secondary appointments in the San Luis Personnel Policies by changing Sections HR-2-06, HR-2-08, HR-3-02, and HR-3-05; specifically repealing Resolution No. 882; repealing any conflicting provisions; providing for severability; and providing an effective date. (Adela Cortez, Director of Human Resources)

Ms. Adela Cortez, Director of Human Resources, stated that the updates to the Department Policy Manual have been ongoing for a few years and staff continues to work on them currently. However, there are things that need to be addressed further immediately and this being one of them. There is a need to have procedures in place for secondary appointments within the City of San Luis. The purpose of these appointment is to work on projects that are in addition to a primary position with the city, which usually come from different funding sources. Currently, there is a practice within the city to have the secondary appointments, but there is no policy in place that can be a structured city-wide for other departments. This resolution delineates guidelines in place for the secondary appointments.

Council Member Tadeo Azael De La Hoya asked what is an example of a secondary appointment and who or what determines to classify a secondary appointment. He also asked when will the Personnel Policies be completely update.

Ms. Cortez indicated that at the Police Department where officers work a Stonegarden project assignment and it is paid from a different funding source and it is paid up to a specific rate. Therefore, this would take the place to have a secondary assignment that is outside of the regular work week and work hours. She stated that the resolution outlines how the request would need to be made to the Human Resources Department. It will then be assessed and then a decision would be made in collaboration with the Finance Department and then approved by the City Manager. The Human Resources Department does not have a definite date as to when the Personnel Policies will be completed adding that many revisions have been made by the attorneys as well.

Mr. Ralph Velez, Interim City Manager, explained that in 2012 the City Council adopted a resolution changing the police lieutenants to an hourly rate so they could work the Stonegarden. The latest ruling is that it can be exempt or non-exempt to work the Stonegarden. If this changes it allows an exempt employee to work a special assignment and receive pay at time and a half of the regular pay, but this can involve any exempt employee not just the Police Department upon approval of the City Manager and the Director of Finance to receive the pay. There is no negative impact on this.

Council Member Tadeo Azael De La Hoya said that he understands for the Stonegarden purposes, but for an exempt employee that is the reason they are exempt.

Mayor Nieves Riedel commented that being an exempt employee one should not expect them to be working 24/7. If they are out on vacation time off and an exempt employee is needed to work a special project, they should be compensated.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve Order No. 2023-06 as presented. Motion passed with five (5) ayes and one (1) nay by Council Member Tadeo Azael De La Hoya.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Nay
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

Mayor Nieve Riedel stepped down for the next item as she declared a conflict of interest and asked Vice Mayor Luis E. Cabrera to take over the meeting.

7. E. Discussion and possible action on any and all matters regarding Subdivision Case No. 2023-0134F application by Najeh Edais, on behalf of Riedel Holdings LLC., for the approval of the final plat of Plaza Colibri Commercial Subdivision, located on the northeast corner of County 24th Street and Avenue E in San Luis, Arizona. (Jose A. Guzman, Director of Planning and Zoning)

Mr. Jose Guzman, Director of Planning & Zoning, stated that this is for the final plat approval for Plaza Colibri Commercial Subdivision; this is a 31-acre commercial subdivision and will be divided into 39 lots. As part of the review, staff sent out a review comment letter dated April 7, 2023. A response was received on April 11, 2023 and based on the response, the applicant is proposing deferment of the landscape installation on the right-of-way and allowing retention basins on the city's right-of-way. This can be done by making sure that the landscape will be done and in case the city needs the right-of-way, there is a mechanism in place to get that right-of-way. This property is part of a Development Agreement that was approved, in order to allow the applicant to continue with the project but at the same time making sure that the city has a mechanism to ensure the installation of the landscape and the future use of the right-of-way, staff is proposing that the City Council approve this application with the condition that the Development Agreement is amended and it includes all those conditions.

MOTION: Council Member Javier Vargas/Council Member Maria Cecilia Cruz to approve Subdivision Case No. 2023-0134F with the condition that before the recordiation of the plat, the Development Agreement is amended to address comments on the staff comment letter dated April 7, 2023. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. F. Public Hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2023-0048 and Ordinance No. 440. An ordinance of the Mayor and City Council of San Luis, Arizona amending Title 18 of the City Code of the City of San Luis, Zoning Regulations to amend the provisions for front and side yard setbacks to allow certain shade structures and to amend permit requirements for accessory buildings; repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Planning and Zoning)

A. Open Public Hearing

MOTION: Council Member Maria Cecilia Cruz/Vice Mayor Luis E. Cabrera to open the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, explained that the proposed Text Amendment only changes the zoning regulations regarding the setbacks and does not change the building or fire code in regards to safety. The main goal is for the safety of the residents. Mr. Guzman provided a PowerPoint presentation that covered the driveway shade structure as it adds the definition to the zoning regulations.

For the structure, the setbacks will be allowed to be reduced to ten (10) feet, but will have the specifics in regards to the design of the structure; one will have to open all four (4) sides, which consists of four (4) columns measuring six (6) by six (6) inches, can have a two (2) feet overhang and they will follow the same size setbacks for the driveway. They will be required to request a building permit and if wood material is used, then they can follow the building code, if they do any other material then a design by a registered engineer in the State of Arizona will need to be provided. Some of the concerns by residents is they want shades for their vehicles and on the sides of their homes, therefore the proposed amendment provides more options to residents which also includes side setbacks and rear setbacks. If the Text Amendment is approved by the Mayor and City Council, it will become effective May 26, 2023. These amendments will benefit all the houses.

Council Member Javier Vargas commented that he is aware the city has a blueprint available for residents and asked if this is for a metal or wood structure.

Mr. Guzman responded it is for the wood structure done through the Building Code but additionally, staff has a design for engineering, which is metal and a permit is required; and follow the instructions of that design.

Council Member Matias Rosales commented that this change is for the setbacks but the process is still the same in regards to public safety, engineering requirements and depending on the material being used.

Council Member Tadeo Azael De La Hoya asked if accessory buildings will be allowed to be rented to a different family and who will be enforcing it.

Mr. Guzman replied no and that an accessory dwelling unit is allowing R16, but cannot be rented to people; a guest house does not have a kitchen and can be rented as it is a room or bedroom and an air conditioner can be installed.

There was discussion amongst City Council and Mr. Guzman regarding how it will be determined if it is a guest house and enforcement if it is a rental and why was it not proposed in 2014-2015. Mr. Guzman added that during that time, the City Manager then, did not know the community very well and the then Director of Planning & Zoning was following his direction. The then Director of Planning & Zoning looked into the matter with options to reducing the setbacks in the front.

2. Call to the Public on this item

Mr. Braulio Flores, resident, commented that there is confusion with what can be done and can not be done and asked to have it in writing.

B. Close public hearing

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

C. Action on Ordinance No. 440

MOTION: Council Member Javier Vargas/Council Member Matias Rosales to approve the reading of Ordinance No. 440 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

Ms. Melissa Lopez, Deputy City Clerk, read Ordinance No. 440 by title only.

MOTION: Council Member Javier Vargas/Vice Mayor Luis E. Cabrera to approve Ordinance No. 440. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

8. SUMMARY OF CURRENT EVENTS

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

Council Member Maria Cecilia Cruz reported that today is denim or jeans day with a purpose to support survivors and educate others about sexual assault and to combat victim blaming. Denim was first seen worn in support of survivors after a rape, conviction was overturned by the Italian Supreme Court by judges saying that victims implied consent by wearing tight jeans. In response women in the Italian parliament came back the next day working to work wearing jeans to stand with the victim in solidarity. On a separate note, she reminded and invited everyone about National Day of Prayer, which will take place on May 4th, outside City Hall under the flag poles at 6:00 p.m.

Vice Mayor Luis E. Cabrera reported that today some Elected Officials met with General Services Administration (GSA) Officials and Customs and Border Protection (CBP), a presentation was provided regarding the Port of Entry. He learned that there will be no delays coming in and out from Mexico through the construction of the port. He also reported he attended the Employee Picnic on April 22, 2023 and thanked the Human Resources Department for organizing this event.

Mayor Nieves Riedel reported that she is happy with the annexation results and asked Ms. Jenny Torres, Assistant City Manager, to provide an update.

Ms. Torres reported that a few weeks ago, the city received notification that the City of Yuma was going to be annexing a portion of land on the east side. At that point, the city wrote a letter to the utility company because for annexation they need a signature of a property owner and the city understood there were no property owners only a utility company in that location. During that time, the city was made aware the utility company would be providing their signature in support of the annexation. Today, the city received notification that that signature would be withdrawn from the annexation. It is uncertain what the next process will be, but staff believes that the City of Yuma has a property owner or a utility company that would support them. Staff will reevaluate the process and follow the necessary steps.

Mayor Nieves Riedel added that without Southwest Gas withdrawing their signature, the City of San Luis could not have fought this annexation in court. On April 24, 2023, Mayor Nieves Riedel signed a letter that was mailed to Southwest Gas and today, the city received a response from them. She mentioned that in 2019, the City of San Luis wanted to annex that particular piece of land and then the City of Yuma wanted to do it too. Therefore, Southwest Gas said, they were not going to get in the middle of two (2) cities and did not want to get involve. With her letter, she reminded them that they were choosing the City of Yuma over the City of San Luis and the City of San Luis is closer to the land. With this annexation the City of San Luis was going to be hindered from future growth and development. She stated that 20 years ago, the City of Yuma also wanted San Luis Port II and the City of San Luis fought it.

Mayor Nieves Riedel thanked staff and those from the City of Yuma and out of town that took the time to call and pro bono to help the City of San Luis.

Mayor Nieves Riedel indicated that the Executive Session next of the Agenda was not necessary as the matter was already resolved.

9. EXECUTIVE SESSION Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3) and (4). Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3) and (4) on any and all matters regarding consultation for legal advice with the city attorneys on the laws of annexation, the City of Yuma's pending annexation Ordinance and the intergovernmental agreement with Yuma dated May 6, 2020, regarding annexation. (Kay Marion Macuil, City Attorney and Outside Counsel Jon Paladini)

No action was taken by the Mayor and City Council on this item.

11. ADJOURNMENT

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to adjourn the Regular Council meeting at approximately 7:24 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

APPROVED:

Nieves Riedel, 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 April 26, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. B.

Meeting Date: 05/24/2023

Summary

Disbursements from May 1, 2023 to May 12, 2023

Total disbursements \$1,921,398.23

(One Million, Nine Hundred Twenty-One Thousand, Three Hundred Ninety-Eight Dollars and Twenty-Three Cents)

Attachments

Disbursements



City of San Luis


Finance Department

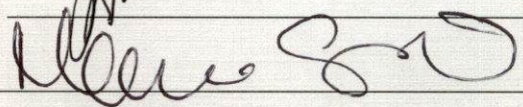
COUNCIL MEETING MAY 24, 2023
Disbursement Report from 05/01/2023 TO 05/12/2023

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	05/05/2023	\$ 562,581.15	Schedule A
Payroll Check Account	05/10/2023	\$ 440,462.06	Schedule B
Payroll Check Account	05/11/2023	\$ 4,828.78	Schedule C
Accounts Payable Check Account	05/12/2023	\$ 913,526.24	Schedule D

Total Disbursements: \$ 1,921,398.23

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

Prepared by Karla Plascencia: 

Verified by Director of Finance: 

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2023 MAY 18 A 10:22

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Payment Register

From Payment Date: 5/2/2023 - To Payment Date: 5/5/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
1 BYPAYABLE - 1st BY Accounts Payable										
<u>Check</u>										
105707	05/02/2023	Open			Accounts Payable	BILLY JOE ALEXANDER INC	\$40,500.00			
105708	05/03/2023	Open			Accounts Payable	STRYKER SALES CORPORATION	\$16,310.00			
105709	05/03/2023	Open			Accounts Payable	STANDARD INSURANCE CO.	\$8,803.96			
105710	05/05/2023	Open			Accounts Payable	A & H ELECTRIC	\$6,577.50			
105711	05/05/2023	Open			Accounts Payable	ASTORGA, ERICK	\$209.00			
105712	05/05/2023	Open			Accounts Payable	CEV MULTIMEDIA, LTD.	\$750.00			
105713	05/05/2023	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$1,640.35			
105714	05/05/2023	Open			Accounts Payable	GOMEZ, JOSE, MANUEL	\$26,709.50			
105715	05/05/2023	Open			Accounts Payable	GONZALEZ, SAMUEL	\$150.00			
105716	05/05/2023	Open			Accounts Payable	ORTIZ, JUAN, C	\$159.94			
105717	05/05/2023	Open			Accounts Payable	PETTY CASH/POLICE	\$185.96			
105718	05/05/2023	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$3,779.28			
105719	05/05/2023	Open			Accounts Payable	ALCANTAR JIMENEZ, JOSE, ALEJANDRO	\$600.00			
105720	05/05/2023	Open			Accounts Payable	HIREQUEST LLC	\$6,352.28			
105721	05/05/2023	Open			Accounts Payable	IPS GROUP INC	\$454.33			
Type Check Totals:										
							15 Transactions	\$113,182.10		
<u>EFT</u>										
3326	05/05/2023	Open			Accounts Payable	BTE BODY COMPANY INC	\$5,050.23			
3327	05/05/2023	Open			Accounts Payable	CARAHSOFT TECHNOLOGY CORPORATION	\$5,144.50			
3328	05/05/2023	Open			Accounts Payable	DIGITAL ROOM LLC	\$439.64			
3329	05/05/2023	Open			Accounts Payable	FORJACERO TR LLC	\$18,855.94			
3331	05/05/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$83,862.72			
3332	05/05/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$330,763.19			
3333	05/05/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$4,680.00			
3334	05/05/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$277.63			

SCHEDULE A

Payment Register

From Payment Date: 5/2/2023 - To Payment Date: 5/5/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3335	05/05/2023	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	\$325.20		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals							\$449,399.05		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$113,182.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	15	\$113,182.10	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$449,399.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	9	\$449,399.05	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	24	\$562,581.15	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	24	\$562,581.15	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$113,182.10	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	15	\$113,182.10	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	9	\$449,399.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	9	\$449,399.05	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	24	\$562,581.15	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	24	\$562,581.15	\$0.00

Karla Plascencia

Digitally signed by: Karla Plascencia
 DN: CN = Karla Plascencia email =
 kplascencia@sanluisaz.gov C = US O =
 City of San Luis OU = Finance
 Date: 2023.05.05 15:35:14 -07'00'

Pay Day Register

Pay Date Range 04/22/23 - 05/05/23

Pay Batch 202310

Pay Batch 202310 Total

Employees in Pay Batch 295

Female Employees in Pay Batch 87

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	20,688.0019	473,635.47	Gross	634,170.15	ASRS ALTERNATE	1,145.02	11,828.78
1000 - ADMIN LEAVE	110.0000	1,877.70	Imputed Income		AZ STATE RETIREMENT	43,465.52	361,309.80
1001 - LEAVE WITHOUT PAY	66.7000	.00	FEDERAL TAX WITHHOLDING	38,848.68	DENTAL = FAMILY	398.00	.00
1005 - BEREAVEMENT	65.6667	1,254.41	SOCIAL SECURITY TAX	39,318.67	LONG TERM DISABILITY	505.79	361,309.80
1006 - CIVIC LEAVE	80.0000	2,188.80	MEDICARE	9,195.58	MEDICAL MEX ONLY - EE &	1,414.40	.00
1007 - ON CALL WORKED HOURS	15.6667	337.52	STATE WITHHOLDING	12,558.16	MEDICAL MEX ONLY - EE &	5,937.91	.00
1009 - PART TIME	255.0002	7,302.05	AM. FIDELITY - HEALTH FSA	116.25	MEDICAL MEX ONLY - EE ONLY	1,237.60	.00
1010 - PART TIME FIREFIGHTERS	72.1667	1,449.37	AM. FIDELITY- ACCIDENT-POST	53.15	MEDICAL MEX ONLY - EE ONLY	661.20	.00
201 - OVERTIME	1,333.3841	44,504.17	AM. FIDELITY- ACCIDENT-PRE	428.65	MEX & US HEALTH = EE	47,782.36	.00
202 - OP STONE GARDEN- O.T.	495.5000	22,420.42	AM. FIDELITY- CANCER-POST	25.00	MEX ONLY DENTAL - EE &	128.16	.00
2023 - FMLA - SICK LEAVE	7.1667	134.86	AM. FIDELITY- CANCER-PRE TAX	109.50	MEX ONLY DENTAL - EE &	322.66	.00
2024 - FMLA - VACATION LEAVE	28.0003	486.25	AM. FIDELITY- GCI -POST TAX	44.37	MEX ONLY DENTAL - EE &	92.56	.00
203 - DUI ABATEMENT	20.0000	896.10	AM. FIDELITY- GHI- PRE TAX	245.25	MEX ONLY DENTAL - EE ONLY	89.54	.00
2036 - MARSHALS OT	22.0000	895.63	AM. FIDELITY- LIFE -POST TAX	108.05	PSPRS - ALTERNATE	508.50	6,356.24
300 - VACATION EARNED	1,218.2300	.00	AM. FIDELITY- TX LIFE -POST	267.72	PSPRS FIRE DB NORM - TIER 1	9,714.98	80,289.21
301 - VACATION USED	886.3334	21,555.24	AZ COPS - SLPD	285.00	PSPRS FIRE DB NORM - TIER 2	860.79	7,114.01
400 - SICK EARNED	1,112.0250	.00	AZ STATE RETIREMENT	43,465.52	PSPRS FIRE DB NORM - TIER 3	4,153.78	41,788.80
401 - SICK USED	311.5000	10,091.30	CHILD SUPPORT 2	234.46	PSPRS FIRE DCCN - TIER 3	202.27	2,247.48
405 - SCHEDULED SICK LEAVE	275.0000	5,846.26	DEFERRED COMP - ROTH	320.00	PSPRS FIRE DISABILITY - TIER	37.31	2,247.48
406 - UNSCHEDULED SICK LEAVE	373.1334	7,013.22	DEFERRED COMPENSATION	2,570.00	PSPRS POLICE DB NORM - TIER	5,731.94	71,027.41
502 - ON CALL PAY I.T.	.0000	100.00	DEFERRED COMPENSATION	100.00	PSPRS POLICE DB NORM - TIER	747.32	9,260.46
503 - STAND-BY PAY	680.1800	1,360.36	FOP/ALC	390.00	PSPRS POLICE DB NORM - TIER	3,664.78	36,868.85
705 - FIRE HOLIDAY PAYOFF	40.0000	762.00	GARNISHMENT	483.52	STANDARD STD	1,678.41	.00
809 - RETRO PAY	12.8445	586.61	GARNISHMENT - CHILD	3,151.07	U.S. MEX DENTAL - EE &	414.44	.00
900 - COMPENSATION EARNED	23.8800	.00	IAFF- FIRE DEPT	1,080.00	U.S. MEX DENTAL - EE &	95.64	.00
901 - COMPENSATION USED	7.0050	141.12	LEGAL SHIELD	56.31	US & MEX DENTAL - EE	2,663.04	.00
921 - STEP OVERTIME	30.5000	1,285.61	LONG TERM DISABILITY	505.79	US & MEX HEALTH = C	18,924.75	.00
924 - AMBULANCE - REGULAR	1,094.8337	21,513.74	MANHATTANLIFE ASSURANCE	139.42	US & MEX HEALTH = FAMILY	18,557.25	.00
925 - AMBULANCE - OVERTIME	218.3332	6,531.94	MASS MUTUAL - LIFE	9.77	US & MEX HEALTH = SP	4,367.25	.00
Total	29,543.0515	\$634,170.15	MEX ONLY DENTAL - EE &	164.88	VISION - SINGLE	988.75	.00
			MEX ONLY DENTAL - EE &	415.14	VSP- VISION	565.00	.00
			MEX ONLY DENTAL - EE &	119.08	Total	\$177,056.92	
			MEX ONLY HEALTH - EE & CH	414.88			
			MEXICO ONLY HEALTH - EE &	1,741.79	Workers' Comp		Gross Base
			MEXICO ONLY HEALTH - EE &	363.02	ANIMAL CONTROL OFFICERS	62.22	2,765.46
			MISCELLANEOUS	175.00	ATTORNEY- ALL & CLERICAL-	84.07	38,221.30
			NEW YORK LIFE - LIFE INS	36.49	AUTO SERVICE/ REPAIR	214.58	7,690.77
			PAC FUND- FIRE DEPT.	90.50	BUILDING- NOC OPER BY	1,103.67	30,488.03
			PSPRS FIRE DB RATE - TIER 1a	5,111.36	BUS COMPANY AND DRIVERS	178.09	3,226.14

SCHEDULE B

Pay Day Register

Pay Date Range 04/22/23 - 05/05/23

Pay Batch 202310

PSPRS FIRE DB RATE - TIER 1b	1,030.76	13,474.04	CLERICAL OFFICE/ LIBRARY/	318.96	132,902.36
PSPRS FIRE DB RATE - TIER 2	544.23	7,114.01	Electrician	66.57	2,120.00
PSPRS FIRE DB RATE - TIER 3	4,153.78	41,788.80	FIREFIGHTERS & DRIVERS	6,637.75	139,742.10
PSPRS FIRE DC RATE - TIER 3	202.27	2,247.48	GARBAGE/ ASH/ REFUSE	503.90	8,062.40
PSPRS FIRE DISABILITY RATE	37.31	2,247.48	Homemaker Service	19.24	840.24
PSPRS POLICE DB RATE - TIER	4,068.45	53,182.50	MUNICIPAL/ TOWN/	385.33	22,018.72
PSPRS POLICE DB RATE - TIER	1,365.13	17,844.91	PARKS- NOC ALL EMPLOYEES	693.83	22,382.46
PSPRS POLICE DB RATE - TIER 2	708.42	9,260.46	POLICE OFFICERS	6,347.30	133,627.36
PSPRS POLICE DB RATE - TIER 3	3,664.78	36,868.85	RECREATION- ALL EMPLOYEES/	274.13	20,010.39
STANDARD LIFE ADDTNL	985.75	.00	SEWAGE DISPOSAL/ PLANT	790.82	22,989.06
TRANSWESTERN MEXICAN	97.00	.00	Street or Road Construction	2,394.07	27,112.85
U.S. MEX DENTAL - EE &	533.78	.00	WATERWORKS OPERATIONS	692.99	19,970.51
U.S. MEX DENTAL - EE &	123.18	.00	Total	<u>\$20,767.52</u>	
UNITED WAY	14.00	.00			
US & MEX DENTAL= FAMILY	512.40	.00	Direct Deposits		Amount
US & MEX HEALTH = C	5,551.26	.00	1st Bank Yuma		42,075.04
US & MEX HEALTH = FAMILY	5,443.50	.00	ACADEMY BANK		2,517.22
US & MEX HEALTH = SP	1,281.06	.00	Bank of America		1,931.97
VSP - VISION CHILDREN	240.13	.00	Bank of America CA		1,022.53
VSP - VISION FAMILY	311.52	.00	Bankcorp		200.00
VSP - VISION SPOUSE	97.35	.00	BANKCORP BANK		113.70
Net	<u>\$440,462.06</u>		CAPITAL ONE		294.62
			Charles Sch		250.00
			Chase Bank		207,977.58
			CHASE BANK CA		2,020.03
			CHASE BANK MORGAN		1,436.81
			CHASE BANK TX		3,202.77
			chase centro		1,354.74
			discover		900.00
			Federal Credit Union		41,354.32
			FF CREDIT UNION		2,255.80
			FIREFIGHTER FIRST CREDIT UNION		6,110.56
			HUGHES FCU		1,744.74
			National Bank		1,604.48
			Navy Federal		21,393.46
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		773.87
			Sunbank		1,530.31
			THE FOOTHILLS BANK		701.92
			VANTAGE WEST		1,664.04
			WASHINGTON FEDERAL		1,063.77
			Wells Fargo		87,048.04

Pay Day Register

Pay Date Range 04/22/23 - 05/05/23

Pay Batch 202310

WELLS FARGO CALE	1,228.36
Total	<u>\$433,890.68</u>
Check	\$6,571.38

Monica
Castro

Digitally signed by: Monica
Castro
DN: CN = Monica Castro email =
mcastro@santuisaz.gov C = AD
Date: 2023.05.10 16:57:07 -
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Pay Day Register

Pay Date Range 05/01/23 - 05/31/23

Pay Batch 202305M

Pay Batch 202305M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 3

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,650.00	ASRS Council	2,200.00
806 - TELEPHONE STIPEND	.0000	100.00	Imputed Income		ASRS LTD Council	2,200.00
Total	0.0000	\$7,650.00	FEDERAL TAX WITHHOLDING	220.75	ASRS/EORP - LEGACY RATE	2,200.00
			SOCIAL SECURITY TAX	474.30	Dental Council	.00
			MEDICARE	110.92	EODCRS - COUNCIL	2,650.00
			STATE WITHHOLDING	120.66	EODCRS - DISABILITY	2,650.00
			ASRS Council	264.66	EODCRS/EORP LEGACY RATE	2,650.00
			ASRS LTD Council	3.08	Health Council	.00
			Council Retirement EORP	351.00	Retirement Council EORP	2,700.00
			Dental Council	92.28	Vision Council	.00
			EODCRS - COUNCIL	212.00	Total	\$11,136.49
			EODCRS - DISABILITY	4.38		
			GARNISHMENT	221.11	Workers' Comp	Gross Base
			Medical Council	720.14	MUNICIPAL/ TOWN/	133.89
			Vision Council	25.94	Total	\$133.89
			Net	\$4,828.78		

Monica
Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email =
mcastro@sanluisaz.gov C = AD
Date: 2023.05.11 11:53:49 -07'00'

Direct Deposits	Amount
Check	\$4,828.78

SCHEDULE C

Payment Register

From Payment Date: 5/8/2023 - To Payment Date: 5/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
105722	05/09/2023	Open			Accounts Payable	CHAPMAN FORD LLC	\$48,919.64		
105723	05/09/2023	Open			Accounts Payable	CHAPMAN FORD LLC	\$48,649.51		
105724	05/10/2023	Open			Accounts Payable	A & H ELECTRIC	\$2,600.00		
105725	05/11/2023	Open			Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$132.88		
105726	05/11/2023	Open			Accounts Payable	FOP/ALC	\$390.00		
105727	05/11/2023	Open			Accounts Payable	ONEMAIN FINANCIAL GROUP LLC	\$350.64		
105728	05/11/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$285.00		
105729	05/11/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,385.53		
105730	05/11/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
105731	05/11/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$90.50		
105732	05/11/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,080.00		
105733	05/11/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
105734	05/11/2023	Open			Accounts Payable	ALVAREZ, MIGUEL	\$87.00		
105735	05/11/2023	Open			Accounts Payable	GAITAN, CESAR	\$87.00		
105736	05/11/2023	Open			Accounts Payable	RAMIREZ, ALEJANDRO	\$87.00		
105737	05/11/2023	Open			Accounts Payable	SANTANA, MARCO	\$87.00		
105738	05/11/2023	Open			Accounts Payable	FPA, LTD.	\$10,250.00		
105739	05/11/2023	Open			Utility Management Refund	AGUILAR, ARLENE	\$38.16		
105740	05/11/2023	Open			Utility Management Refund	ALTAMIRANO, VANESSA	\$182.08		
105741	05/11/2023	Open			Utility Management Refund	ALVARADO, RAYMUNDO & GENESIS	\$81.49		
105742	05/11/2023	Open			Utility Management Refund	AYALA, CRISTOVAL, G	\$176.30		
105743	05/11/2023	Open			Utility Management Refund	AYALA, MARTIN & CECILIA	\$100.96		
105744	05/11/2023	Open			Utility Management Refund	AYON, ANGELINA	\$82.06		
105745	05/11/2023	Open			Utility Management Refund	CASTELLON, RAQUEL & EUSEBIO	\$84.40		
105746	05/11/2023	Open			Utility Management Refund	DUARTE, ROXANA E & MARTIN A	\$138.00		
105747	05/11/2023	Open			Utility Management Refund	GARCIA PANTOJA, ROSA L	\$168.89		
105748	05/11/2023	Open			Utility Management Refund	GONZALEZ, MIGDELINA	\$176.92		
105749	05/11/2023	Open			Utility Management Refund	HAK CONSTRUCTION LLC C/O GARCIA, HUGO	\$1,882.14		
105750	05/11/2023	Open			Utility Management Refund	HERNANDEZ, MIGUEL A & NANCY AMABIZCA	\$85.28		
105751	05/11/2023	Open			Utility Management Refund	INSUNZA, CRESENCIO & TERESA	\$3.61		

SCHEDULE D

Payment Register

From Payment Date: 5/8/2023 - To Payment Date: 5/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105752	05/11/2023	Open			Utility Management Refund	JIMENEZ, ILIANA	\$194.83		
105753	05/11/2023	Open			Utility Management Refund	LEON, ANGEL & EVELIN BANUELOS	\$194.73		
105754	05/11/2023	Open			Utility Management Refund	MALDONADO RAMIREZ, KARLA, V	\$52.85		
105755	05/11/2023	Open			Utility Management Refund	MENDOZA TIRADO, MARGARITA	\$173.40		
105756	05/11/2023	Open			Utility Management Refund	MONARREZ, MARIA, I	\$98.34		
105757	05/11/2023	Open			Utility Management Refund	MUNOZ, MONICA	\$91.30		
105758	05/11/2023	Open			Utility Management Refund	NEBLINA, BETSY A	\$17.58		
105759	05/11/2023	Open			Utility Management Refund	OCHOA, YADIRA	\$38.62		
105760	05/11/2023	Open			Utility Management Refund	PATRICIA RAMOS - UNITECHZ, LLC	\$1,943.32		
105761	05/11/2023	Open			Utility Management Refund	RIVERA, ERICA C/O RIVERA HOLDINGS LLC	\$9.26		
105762	05/11/2023	Open			Utility Management Refund	ROSALES, ROSA	\$184.71		
105763	05/11/2023	Open			Utility Management Refund	SANCHEZ, JULIA & JAYLEENE	\$124.37		
105764	05/11/2023	Open			Utility Management Refund	TOVAR, LESLIE	\$176.15		
105765	05/11/2023	Open			Utility Management Refund	VAZQUEZ, ALMA & BERNARDO DUARTE	\$24.24		
105766	05/11/2023	Open			Utility Management Refund	WOOLEN, DAWN M & FRANCISCO J ROMERO	\$84.34		
105767	05/12/2023	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$800.00		
105768	05/12/2023	Open			Accounts Payable	NIEVES HEIDY QUINTERO	\$1,650.00		
105769	05/12/2023	Open			Accounts Payable	ADLERHORST INTERNATIONAL, LLC	\$135.00		
105770	05/12/2023	Open			Accounts Payable	BLUEPAZ, LLC	\$1,710.00		
105771	05/12/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$6,069.40		
105772	05/12/2023	Open			Accounts Payable	BROADCAST MUSIC INC.	\$378.90		
105773	05/12/2023	Open			Accounts Payable	C&D DISPOSAL	\$356.51		
105774	05/12/2023	Open			Accounts Payable	CAMACHO, ANA, M	\$150.00		
105775	05/12/2023	Open			Accounts Payable	CORREA, JUAN	\$150.00		
105776	05/12/2023	Open			Accounts Payable	FX TACTICAL, LLC	\$43.16		
105777	05/12/2023	Open			Accounts Payable	GIRON JR, RAUL	\$100.00		
105778	05/12/2023	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	\$186,134.03		
105779	05/12/2023	Open			Accounts Payable	LUNA, JESUS ENRIQUE	\$133.27		
105780	05/12/2023	Open			Accounts Payable	RODRIGUEZ, GUSTAVO	\$158.22		
105781	05/12/2023	Open			Accounts Payable	STANDARD INSURANCE CO.	\$2,052.10		
105782	05/12/2023	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$4,519.69		
105783	05/12/2023	Open			Accounts Payable	COMBAT BRANDS, LLC	\$13,331.34		

Payment Register

From Payment Date: 5/8/2023 - To Payment Date: 5/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
105784	05/12/2023	Open			Accounts Payable	DISENO DIGITAL GM STUDIO	\$400.00		
105785	05/12/2023	Open			Accounts Payable	EMAZON, JESUS	\$400.00		
105786	05/12/2023	Open			Accounts Payable	GARCIA, JESUS	\$188.00		
105787	05/12/2023	Open			Accounts Payable	HIREQUEST LLC	\$5,047.00		
105788	05/12/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$144.00		
105789	05/12/2023	Open			Accounts Payable	OCHOA, ERNESTO, ANTONIO	\$64.00		
105790	05/12/2023	Open			Accounts Payable	RAMIREZ, FELIPE	\$162.00		
105791	05/12/2023	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$225.00		
105792	05/12/2023	Open			Accounts Payable	SANDOVAL, YAHHELL	\$64.00		
105793	05/12/2023	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$3,526.09		
105794	05/12/2023	Open			Accounts Payable	XEROGRAPHICS OF FLAGSTAFF INC	\$174.93		
105795	05/12/2023	Open			Accounts Payable	JCG TECHNOLOGIES INC.	\$750.00		
Type Check Totals:									
EFT									
3338	05/12/2023	Open			Accounts Payable	ALSCO, INC	\$594.68		
3339	05/12/2023	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$94.84		
3340	05/12/2023	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$8,479.00		
3342	05/12/2023	Voided		05/12/2023	Accounts Payable	DPE CONSTRUCTION, INC	\$431,145.83		
3343	05/12/2023	Voided		05/12/2023	Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$5,797.50		
3344	05/12/2023	Voided		05/12/2023	Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$2,642.50		
3345	05/12/2023	Voided		05/12/2023	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$49,141.43		
3346	05/12/2023	Voided		05/12/2023	Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,311.91		
3347	05/12/2023	Voided		05/12/2023	Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$48,447.50		
3348	05/12/2023	Voided		05/12/2023	Accounts Payable	PEDIATRIC EMERGENCY STANDARDS, INC	\$4,985.00		
3349	05/12/2023	Voided		05/12/2023	Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$263.42		
3350	05/12/2023	Voided		05/12/2023	Accounts Payable	SPECTRUM BUSINESS	\$720.00		
3351	05/12/2023	Voided		05/12/2023	Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$615.00		
3352	05/12/2023	Voided		05/12/2023	Accounts Payable	YUMA WINNELSON CO.	\$3,327.35		
3354	05/12/2023	Open			Accounts Payable	ENGRAVING & AWARDS OF N.E. INC	\$618.50		
3355	05/12/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$431,145.83		
3356	05/12/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$5,797.50		
3357	05/12/2023	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$2,642.50		
3358	05/12/2023	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$49,141.43		
3359	05/12/2023	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$4,311.91		
3360	05/12/2023	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$48,447.50		

Payment Register

From Payment Date: 5/8/2023 - To Payment Date: 5/12/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3361	05/12/2023	Open			Accounts Payable	PEDIATRIC EMERGENCY STANDARDS, INC	\$4,985.00		
3362	05/12/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$263.42		
3363	05/12/2023	Open			Accounts Payable	SPECTRUM BUSINESS	\$720.00		
3364	05/12/2023	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$615.00		
3365	05/12/2023	Open			Accounts Payable	YUMA WINNELSON CO.	\$3,327.35		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$1,112,581.90	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$352,341.78	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$352,341.78	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$561,184.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	11	\$551,397.44	\$0.00
	Total	26	\$1,112,581.90	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$913,526.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	11	\$551,397.44	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	100	\$1,464,923.68	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	74	\$352,341.78	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	74	\$352,341.78	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$561,184.46	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	11	\$551,397.44	\$0.00
	Total	26	\$1,112,581.90	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$913,526.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	11	\$551,397.44	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	100	\$1,464,923.68	\$0.00

Karla
Plascencia

Digitally signed by: Karla
Plascencia
DN: CN = Karla Plascencia email
= kplascencia@sanluisaz.gov C =
US O = City of San Luis OU =
Finance
Date: 2023.05.12 17:14:49 -07'00'



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. C.

Meeting Date: 05/24/2023

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 the Fiscal Year 2023-2024. **(Jenny Torres, Assistant 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. This year's contract is for **\$42,000.00** (the same as last year) for the fiscal year 2023-2024.

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: See fiscal impact stmt
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

If approved, these funds will be budgeted for the fiscal year 2023-2024

Attachments

Amberly's Place Contract

AGREEMENT

This Agreement ("Agreement") is effective July 1, 2023, and entered into this ____ day of May 2023 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 of the residents of the CITY; and

WHEREAS, the CITY desires to support the service AMBERLY'S PLACE provides;

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 that complies with generally accepted accounting principles, including, but not limited to, S.O.P. 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 that:

- (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 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, 2023, and ending on June 30, 2024.
- B. The CITY agrees to pay AMBERLY'S PLACE \$42,000.00 for services provided by AMBERLY'S PLACE under this Agreement during the CITY's fiscal year 2023-2024.
- 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, and 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 proceedings 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

Nieves Riedel, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**Amberly's Place,
Arizona Non-Profit Corporation**

Tori Bourguignon, Executive Director

Date: _____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. D.

Meeting Date: 05/24/2023

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 the Chicano Art Collective for the Chicano Art Walk event in San Luis, Arizona for the Fiscal Year 2023-2024. (**Jenny Torres, Assistant City Manager**)

SUMMARY:

Service: The Chicano Art Walk is a well-attended, successful event. The publicity for the event promotes the city and provides cultural experiences in music and many other expressions of art.

Amount: The city entered into a contract for the Chicano Art Walk for the first time last year. The contract is for \$5,000 (same as last year) for the fiscal year 2023-2024.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH CHICANO ART COLLECTIVE IN THE AMOUNT OF \$5,000.00 FOR THE CHICANO ART WALK EVENTS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$5,000.00
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

If this item is approved, these funds will be budgeted for the fiscal year 2023-2024.

Attachments

Chicano Art Walk Contract

PUBLIC EVENTS CONTRACT

Chicano Art Walk

This contract (“Contract”) is made this ____ day of May 2023, between:

Chicano Art Collective, Inc. 1627 Cesar Chavez Boulevard San Luis, Arizona an Arizona nonprofit corporation (“Collective”) and	City of San Luis City Hall 1090 East Union Street (Physical) P.O. Box 1170 (U.S.P.S. mail) San Luis, Arizona 85349 (“City”)
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The Collective and City may be referred to individually as the “Party” and collectively as the “Parties.”

SECTION ONE. CHICANO ART WALK EVENTS

Under the terms and conditions of this Contract, the Collective shall hold in the City of San Luis, Arizona, the Chicano Art Walk on a date before July 1, 2023 (“Events”). The Events shall be free and open to the public. The Events may include artwork displays, music, custom vehicle exposition, or other cultural expressions suitable for the general public.

SECTION TWO. PROMOTION

The Collective shall advertise and promote the Events and do or cause to be done all other things necessary or advisable to make the Events successful.

SECTION THREE. ADVERTISING OF THE CITY’S NAME

The Collective shall cause “San Luis, Arizona,” to appear prominently in all advertising and publicity in connection with the Events.

SECTION FOUR. COMPENSATION AND COOPERATION

- A. The City shall pay \$5,000.00 to the Collective. Payment shall be made out to the Chicano Art Collective, Inc.
- B. The Collective may seek sponsorships and donations apart from the City to contribute to successful, well-attended, free Events.

- C. The Parks and Recreation facilities are available on a first-come, first-served basis. The City makes no guarantee that its facilities will be available for the Events.
- D. The City staff shall assist with promoting the Events, such as publicity on its website, social media, and LED sign.
- E. The City shall provide the Collective with barricades to close off the parking lot at 1627 Cesar Chavez Boulevard for the Events. The City shall drop off and pick up the barricades. The Collective shall exercise due care of the barricades, keeping them in good condition equivalent in all respects to how the Collective received them. If any of the barricades are lost or damaged arising from their use for the Events, the Collective shall compensate the City for the loss or damage to the barricades. **Note: the availability of the barricades is subject to change as other City needs may take priority. Also, the city may impose a fee for the use of the barricades, following the proper procedures to do so.**
- F. Otherwise, all expenses in any way pertaining to the Events shall be the sole and separate liability of the Collective. The City assumes no financial responsibility of any kind or nature relative to the Events beyond its contributions provided in this Contract.

SECTION FIVE. FORCE MAJEURE

Neither the Collective nor the City shall be liable for cancelation due to acts or regulations of public authorities, labor strike, civil unrest, interruption or delay of transportation, or any other cause beyond the reasonable control of the Parties

SECTION SIX. LIABILITY INSURANCE

The Collective shall carry liability insurance for an effective period that covers the date of the Events, preparation for the Events, and tear down from the Events, in the amount of at least one million dollars U.S. (\$1,000,000 U.S.) per occurrence and two million dollars U.S. (\$2,000,000) in the aggregate with an insurance company 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 persons that might arise in connection with the Events, including preparation for the Events, the Events itself, teardown from the Events and any acts in any way connected with the Events. The Collective shall provide the **City's Parks and Recreation Acting Director** its Certificate of Insurance and Endorsement, amending the insurance policy to include the City as additionally insured before the insurance coverage dates.

SECTION SEVEN. BOOKS, RECORDS, & REPORTING

The Collective shall keep accurate and current books showing all disbursements and the purpose of disbursements related to the Events. 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. The Collective shall provide the **City Manager** an accounting of the City's funds no later than the third Monday in April of 2024, unless the event is held after that date and then, no later than May 1, 2024. The accounting shall include receipts for all purchases, proof of payment for services such as artists and entertainers, and other services necessary to put on the Chicano Art Walk. The Collective shall organize this proof in chronological order the expenses were incurred and provide a spreadsheet of the expenses with columns for the "date" the expense was incurred, the name of the "provider" of the goods or services, the description of "item or service" purchased, and the "cost." The spreadsheet shall include a total amount at the bottom of the cost column. Other information may be provided, but the above-list is the minimum information required for an accounting.

The Collective shall prepare a report for presentation to City Council which shall include promotional materials used to attract people to the event (the promotional materials must prominently display the "San Luis, Arizona), photographs of the activities, and a narrative of the activities and the number of people who attended.

SECTION EIGHT. COMPLIANCE WITH ALL LAWS

Each Party agrees that it will comply with all laws, statutes, ordinances, rules, and regulations of any government that affect the performance of this Contract.

SECTION NINE. ASSIGNMENT

The rights of each Party are personal to that Party, and such rights 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 TEN. NO WAIVER

The failure of either Party to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as subsequently waiving any such terms and conditions; but the term or condition shall

continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN TERMINATION ON DEFAULT

If the Collective fails to comply with any of the terms and conditions of this Contract, the City may terminate this Contract immediately, in which case the City shall have no further liability or obligation to the Collective.

SECTION TWELVE. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES

It is agreed that this Contract shall be governed by, construed, and enforced under the laws of Arizona. The venue shall be in Yuma County, Arizona. If any legal action is filed in relation to this Contract, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorneys' fees.

SECTION THIRTEEN. SEVERABILITY

The invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid by a court of competent jurisdiction or by operation of controlling legislation, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

SECTION FOURTEEN. ENTIRE AGREEMENT

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

SECTION FIFTEEN. MODIFICATION

Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if placed in writing and signed by an authorized representative of each Party.

SECTION SIXTEEN. HEADINGS

The titles to the sections of this Contract are solely for the convenience of the Parties. The titles of the sections shall not be used to explain, modify, simplify, or aid in interpreting the provisions of this Contract.

SECTION SEVENTEEN. COUNTERPARTS

This Contract 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.

SECTION EIGHTEEN. AUTHORITY

Each Party has full power and authority to enter into and perform this Contract. The people signing this Contract on behalf of each Party represent that they have been properly authorized and empowered to enter into this Contract. This Contract shall become effective once signed by all Parties.

[Intentionally left blank, signature page follows]

The Parties have executed this Contract in San Luis, Yuma County, Arizona, on the day and year first set forth above (which is the date of the Last Party's signature).

City of San Luis, Arizona

Nieves Riedel, Mayor

Date:_____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Chicano Art Collective, Inc.

Abraham Andrade, Director

Date:_____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. E.

Meeting Date: 05/24/2023

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 the Comite De Bien Estar, Inc. for the Cancer Support Group of Yuma County for the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

Service: The Cancer Support Group of Yuma County (Group) was formerly with the Yuma Regional Medical Center. Now they are operating through the Comite De Bien Estar, Inc. The Group coordinates a support group for those battling cancer and their families. Many of their current members are San Luis residents. The contract limits the use of the city's funds to the San Luis Residents. The Group will use the funds for outreach to San Luis residents who are battling cancer and the benefits of participating in the Group, conducting regular Group meetings, providing activities to support both physical and mental health for those who can not afford it - providing gas money for trips to therapy, prescribed cancer medication, post-mastectomy or prosthesis bras for breast cancer survivors, and wigs for all types of cancer treatments when loss of hair is a side-effect. The Group offers the opportunity to connect with other who share similar concerns and experiences. The Group is available for residents of San Luis, Arizona. They offer support groups, social activities, mind and body sessions, healthy lifestyle seminars and workshops. All programs are offered free of charge and are designed to support cancer patients, their families and caregivers through their cancer journey.

Amount: The City Council directed staff to budget \$5,000.00 for the fiscal year 2023-2024.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE COMITE DE BIEN ESTAR, INC. FOR THE SERVICES OF THE CANCER SUPPORT GROUP OF YUMA COUNTY 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:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

If this item is approved, these funds will be budgeted for the fiscal year 2023-2024

Attachments

Cancel Support Group Contract

AGREEMENT

This agreement (“Agreement”) is made this _____ day of May 2023 and is effective July 1, 2023. This Agreement is between:

Comité De Bien Estar, Inc. for Cancer Support Group of Yuma County (“Group”) 963 East B Street (Physical Address) San Luis, Arizona P.O. Box 7170 (Mailing Address) San Luis, Arizona 85349 a non-profit corporation, organized under the Law of Arizona (“Comité ”)	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”)
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The Comité and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

“San Luis” means San Luis, Arizona.

RECITALS.

- A.** The Group was formerly under the Yuma Regional Medical Center. The members are now under the umbrella of the non-profit corporation, the Comité De Bienestar, Inc.
- B.** The Group’s volunteer labor coordinates a cancer survivor support group which is vital to the spirits, health, and welfare of the San Luis residents battling cancer and their families.
- C.** The City desires to support the Group’s services through Comité.

In consideration of the matters described above and the mutual benefit and obligations in this Agreement, the Parties agree:

SECTION ONE.

COMITÉ'S DUTIES

Comité shall use the City funds solely for the following:

(1.1) Comité shall conduct outreach to inform San Luis residents who are battling cancer of the Cancer Support Group of Yuma County and of the benefits of participating in the Group.

(1.2) Comité shall coordinate eligible San Luis residents to participate in the Group, conduct regular Group meetings, and provide activities for the Group.

(1.3) Comité shall use City funds towards tangible support for those who cannot afford such as transportation to cancer treatment, prescribed cancer medication, post-mastectomy or prosthesis bras for breast cancer survivors, and wigs.

(1.4) Therapeutic events.

SECTION TWO.

BOOKS, RECORDS, AND REPORTS

Comité shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's funds. 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. Comité shall provide the **City Manager** an accounting of the City's funds no later than the third Monday in April of 2024, unless a therapeutic event is held after that date and then, no later than May 1, 2024. The accounting shall include receipts for all purchases, proof of payment for services such as catering, and other services necessary to comply with this contract. Comité shall organize this proof in chronological order the expenses were incurred and provide a spreadsheet of the expenses with columns for the "date" the expense was incurred, the name of the "provider" of the goods or services, the description of "item or service" purchased, and the "cost." The spreadsheet shall include a total amount at the bottom of the cost column. Other information may be provided, but the above list is the minimum information required for the accounting.

Comité shall prepare a report for presentation to City Council which shall include the activities and services provided benefiting San Luis, Arizona residents and the number of San Luis, Arizona residents served. At all times the privacy of the cancer survivors shall be respected. If a survivor wishes to participate in the presentation or wishes to have the name and image presented to City Council, the City must receive a notarized, signed consent from the survivor.

Comité shall obtain from San Luis, Arizona residents who participate in the group, proof that they live in San Luis, Arizona, such as utility bills, rent receipts, proof of home ownership. Comité shall maintain these records for 10 years for independent auditing purposes. Comité shall provide to the **City Manager** certification, signed under the penalty of perjury, the number of participants in the Group who live in the City of San Luis, Arizona.

SECTION THREE.

CITY'S DUTIES

City shall pay Comité \$5,000.00 solely for the purposes described in SECTION ONE above. The City shall pay no later than four (4) weeks after receiving itemized receipts or itemized quotes attached.

SECTION FOUR.

INDEPENDENT CONTRACTOR AND OBEY ALL LAWS

4.1 Rights of the Comité as an 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.

4.2 Rights of the City include but are not limited to inspection and approval of the work.

4.3 The Comité is responsible for its equipment, materials, and personal property.

4.4 The Parties agree that the Comité, its employees, agents, and subcontractors shall be independent contractors. The Comité's employees, agents, and subcontractors shall not be considered employees or agents of the City for any purpose. They will not be entitled to the City's employee benefits.

4.5 Employment Law. The Comité shall be responsible for all employment laws and for its employees or individuals who are part of the Comité's Group, including but not limited to safe work conditions, all wages, payroll tax withholding, workers' compensation coverage, and unemployment compensation coverage.

4.6 Employment Eligibility. Under A.R.S. § 41-4401, e-verify:

(a) Comité warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A).

(b) That a breach of a warranty under paragraph (a) shall be deemed a material breach of the Agreement subject to penalties, including contract termination.

(c) That the City retains the legal right to inspect the papers of any contractor or subcontractor who works on this Agreement to ensure that the contractor or subcontractor complies with the warranty under paragraph (a).

4.7 Conflict of Interest. This Agreement is subject to the cancelation provisions of A.R.S. § 38-511 due to conflict of interest.

4.8 Obey all Laws. The Comité shall comply with and obey all laws that affect the work of the Comité under this Agreement.

SECTION FIVE.

INDEMNIFICATION

The Comité and its agents, employees, successors, and assigns, agree to indemnify, hold harmless, protect and defend the City and its agents and employees from all claims, reasonable attorneys' fees and court costs, out-of-pocket expenses, damages (including compensatory, punitive damages and reasonable attorneys' fees) and liabilities, arising from or relating to the Comité 's Outreach Events and the Comité 's other obligations under this Agreement. This indemnification provision shall survive the expiration or termination of this Agreement. The Comité shall provide a Certificate of Insurance and endorsements showing the City as additionally insured.

SECTION SIX.

TERMINATION

6.1 Without Cause. Either Party may terminate this Agreement and the services to be rendered without liability, with written notice to the other Party at least 30 days before the termination.

6.2 With Cause. Either Party may terminate this Agreement immediately for cause. For this purpose, "cause" means a material breach of this Agreement that the breaching Party does not cure within ten (10) days of receiving notice of the alleged breach from the non-breaching.

6.3 Expiration and Duration. This Agreement starts July 1, 2022, and expires June 30, 2023.

SECTION SEVEN.

MISCELLANEOUS PROVISIONS

7.01 Notices. Notice required in this Agreement shall be in writing and delivered personally to the other Party, or sent by any commercially reasonable means of receipted delivery, addressed to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

7.02 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 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.

7.03 Amendment. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.

7.04 Severability. If any provision of this 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. Each remaining provision of this Agreement will be valid and enforced to the extent permitted by the law.

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

7.06 Venue. 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 shall 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.

7.07 Attorney Fees and Costs. If either Party finds it necessary to bring any action at law, arbitration, or other proceedings against the other Party to enforce any of the terms, covenants, or conditions in this Agreement, the non-prevailing Party shall pay all reasonable costs, reasonable financial services fees, and reasonable attorney's fees. If the prevailing Party secures a judgment, all such costs and fees shall be included in the judgment, set by the court and not by jury.

7.08 No Assignment. The Comité shall not assign the benefits nor delegate the obligations under this Agreement to any person or entity.

7.09 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.

7.10 No Agency Created. Nothing in this Agreement shall create any agency, partnership, joint venture, or other similar arrangements between the Parties.

7.11 No Personal Liability. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them by this Agreement, there shall be no personal liability on the City, its agents, elected officials, officers, and employees. The Parties understand that they act as agents and representatives of the City in such matters.

7.12 Time is of the Essence. Time is of the essence in this Agreement. The Comité shall use the utmost diligence to provide the services in this Agreement before June 30, 2023.

7.13 Further Acts. The Parties shall execute and deliver all documents and perform all acts as reasonably necessary to carry out the matters contemplated by this Agreement.

7.14 Force Majeure. If either Party or both Parties are prevented or materially restricted from

performing any of their obligations under this Agreement due to an event of *force majeure*, then the obligations of both Parties shall be suspended or reduced to the extent made necessary by the event. As used in this subsection, “*force majeure*” means any act or cause not reasonably within the control of the Party whose ability to perform is impaired if that Party could not have prevented the cause by the exercise of reasonable diligence. In this Agreement, *force majeure* includes, but is not limited to, natural or man-made disasters, epidemics, pandemics, public health orders, emergency orders, material changes in the law or regulation. \ or any other legitimate condition beyond the City’s or the Comité ’s control.

7.15 Headings. The headings in this Agreement are inserted for convenience only. They shall not control or affect the meaning or construction of this Agreement.

7.16 Authority. The undersigned represent to each other that they:

- have full power and authority to enter into this Agreement and
- have ensured that all necessary actions have been taken to give full force and effect to this Agreement.

7.18 Entire Agreement. This Agreement, including its incorporated Exhibit A, constitutes the entire Agreement between the Parties. All prior and contemporaneous agreements, representations, and understanding of the Parties, oral or written, are superseded and merged in this Agreement.

7.19 Counterparts. This Agreement may be executed in 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. Such signature pages may all be attached to a single instrument so that the signatures 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, on 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

Nieves Riedel, Mayor

Date:

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Comité De Bienestar, Inc.

Signature of the authorized representative

Date:

Print the name of the authorized
representative

Title of the authorized representative



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. F.

Meeting Date: 05/24/2023

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 the Comite De Bien Estar, Inc. for the Cesar Chavez Life and Legacy Celebrations in March. **(Jenny Torres, Assistance City Manager)**

SUMMARY:

Service: Maria Robles worked informally with the Parks and Recreation Department to put on events during the month of March in San Luis in remembrance of Cesar Chavez Life and Legacy. During the last fiscal year, the Comite De Bien Estar, Inc. as a 501(c)(3) non-profit is formally contracting with the city for the events this past March. The Comite De Bien Estar reported costs slightly under \$5,000.00 for the March 2023 events. The contract for next March is for two days of events, requiring one to be on or near Cesar Chavez's birthday, on March 31, 2024.

Amount: The \$5,000.00 will contribute for two days of events in the month of March for Cesar Chavez Celebrations.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE COMITE DE BIEN ESTAR IN THE AMOUNT OF \$5,000.00 FOR THE CESAR CHAVEZ CELEBRATIONS IN MARCH 2024.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	See the Fiscal Impact Statement
AVAILABLE AMOUNT TO TRANSFER:	See the the Fiscal Impact Statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See the Fiscal Impact Statement

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

If this item is approved, these funds will be budgeted for the fiscal year 2023-2024.

Attachments

Cesar Chavez Events Contract

PUBLIC EVENTS CONTRACT

Cesar Chavez Celebrations

This contract ("Contract") is made this ____ day of May 2023, between:

Comité De Bien Estar, Inc. 963 East B Street (Physical) P.O. Box 7170 (U.S.P.S. mail) San Luis, Arizona 85349 an Arizona nonprofit corporation (I.R.S. 501(c)(3) Designation ("Comité") and	City of San Luis City Hall 1090 East Union Street (Physical) P.O. Box 1170 (U.S.P.S. mail) San Luis, Arizona 85349 ("City")
--	---

Comité and the City may be referred to individually as the "Party" and collectively as the "Parties."

SECTION ONE. CESAR CHAVEZ CELEBRATIONS EVENTS

Under the terms and conditions of this Contract, Comité shall hold in the City of San Luis, Arizona, Cesar Chavez Celebrations in the month of March 2023 ("Events"). The Events shall be free of charge and open to the public. The Events shall be suitable for the general public. There shall be, at the most, two (2) days for the Events. One of the dates shall be on or near the birthday of Cesar Chavez, March 31, 2024.

SECTION TWO. PROMOTION

Comité shall advertise and promote the Events and do or cause to be done other things necessary or advisable to make the Events successful.

SECTION THREE. ADVERTISING OF THE CITY'S NAME

Comité shall cause "San Luis, Arizona," to appear prominently in all advertising and publicity in connection with the Events.

SECTION FOUR. COMPENSATION AND COOPERATION

- A. The City shall pay \$5,000.00 to Comité. Payment shall be made out to Comité De Bien Estar, Inc.
- B. Comité may seek sponsorships and donations apart from the City to contribute to successful, well-attended, free Events.

- C. The City's Parks and Recreation indoor and outdoor facilities are available upon a first-come, first-served basis. The City makes no guarantee that its facilities will be available for the Events. Comité shall timely coordinate the Events through the City Manager or the City Manager's designee. If there will be a parade, City staff assistance shall be limited to traffic control.
- D. The City staff shall assist with promoting the Events, such as publicity on its website, social media, and LED sign.
- E. Comité shall not use any City-contribution or resources for any Cesar Chavez Celebrations that are by invitation only or any other restriction that would preclude access to the public. Comité shall not charge for any Cesar Chavez Celebration funded or otherwise supported by the City's contribution or resources. If such functions are contemplated, Comité may rent City facilities from its own funds, apart from the City's fund provided in this Contract.
- F. Otherwise, all expenses in any way pertaining to the Events shall be the sole and separate liability of Comité. The City assumes no financial responsibility of any kind or nature relative to the Events beyond its contributions provided in this Contract. **Note: The availability of City equipment, supplies, furniture, and other city property are subject to change as other City needs may take priority. Also, the city may impose a fee for using its property, following the proper procedures to do so.**

SECTION FIVE. FORCE MAJEURE

Neither Comité nor the City shall be liable for cancelation due to acts or regulations of public authorities, labor strike, civil unrest, interruption or delay of transportation, or any other cause beyond the Parties' reasonable control.

SECTION SIX. LIABILITY INSURANCE

Comité shall carry liability insurance for an effective period that covers the date of the Events, preparation for the Events, and tear down from the Events, in the amount of at least one million dollars U.S. (\$1,000,000 U.S.) per occurrence and two million dollars U.S. (\$2,000,000) in the aggregate with an insurance company 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 persons and property that might arise in connection with the Events, including preparation for the Events, the Events itself, teardown from the Events and any acts in any way connected with the Events. Comité shall provide the **City Manager with** its Certificate of

Insurance and Endorsement, amending the insurance policy to include the City as additionally insured before the insurance coverage dates.

SECTION SEVEN. BOOKS AND RECORDS

Comité shall keep accurate and current books showing all disbursements and the purpose of disbursements related to the Events. 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. The Collective shall provide the **City Manager** an accounting of the City's funds no later than the third Monday in April of 2024. The accounting shall include receipts for all purchases, proof of payment for services such as artists and entertainers, and other services necessary to put on the Cesar Chavez Celebration Events. The Comité shall organize this proof in chronological order the expenses were incurred and provide a spreadsheet of the expenses with columns for the "date" the expense was incurred, the name of the "provider" of the goods or services, the description of "item or service" purchased, and the "cost." The spreadsheet shall include the total amount at the bottom of the cost column. Other information may be provided, but the above list is the minimum information required for the accounting.

Comité shall prepare a report for presentation to the City Council, which shall include promotional materials used to attract people to the Events (the promotional materials must prominently display the "San Luis, Arizona), photographs of the activities, and a narrative of the activities and the number of people who attended.

SECTION EIGHT. COMPLIANCE WITH ALL LAWS

Each Party agrees that it will comply with all laws, statutes, ordinances, rules, and regulations of any government that affect the performance of this Contract.

SECTION NINE. ASSIGNMENT

The rights of each Party are personal to that Party, and such rights 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 TEN. NO WAIVER

The failure of either Party to insist upon the performance of any of the terms and conditions of this Contract or the waiver of any breach of any of the terms and conditions of this Contract shall not be construed as subsequently waiving any such terms and conditions, but the term or condition shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN. TERMINATION ON DEFAULT

If Comité fails to comply with any of the terms and conditions of this Contract, the City may terminate this Contract immediately, in which case the City shall have no further liability or obligation to Comité.

SECTION TWELVE. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES

It is agreed that this Contract shall be governed by, construed, and enforced under the laws of Arizona. The venue shall be in Yuma County, Arizona. If any legal action is filed in relation to this Contract, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorneys' fees.

SECTION THIRTEEN. SEVERABILITY

The invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid by a court of competent jurisdiction or by operation of controlling legislation, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

SECTION FOURTEEN. ENTIRE AGREEMENT

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

SECTION FIFTEEN. MODIFICATION

Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if placed in writing and signed by an authorized representative of each Party.

SECTION SIXTEEN. HEADINGS

The titles to the sections of this Contract are solely for the convenience of the Parties. The titles of the sections shall not be used to explain, modify, simplify, or aid in interpreting the provisions of this Contract.

SECTION SEVENTEEN. COUNTERPARTS

This Contract 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.

SECTION EIGHTEEN. AUTHORITY

Each Party has full power and authority to enter into and perform this Contract. The people signing this Contract on behalf of each Party represent that they have been properly authorized and empowered to enter into this Contract. This Contract shall become effective once signed by all Parties.

[Intentionally left blank, signature page follows]

The Parties have executed this Contract in San Luis, Yuma County, Arizona, on the day and year first set forth above (which is the date of the Last Party's signature).

City of San Luis, Arizona

Nieves Riedel
Mayor

Date:_____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Comité De Bien Estar, Inc.

Marco Antonio (Tony) Reyes
Executive Director

Date:_____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. G.

Meeting Date: 05/24/2023

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 the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

Service: Gethsemani Food Ministry provides food (free of charge or at low cost) to low-income persons in the City of San Luis.

Amount: The city has entered into an agreement with Gethsemani Food Ministry in the past. The amount of the contract is \$7,000.00 for the fiscal year 2023-2024.

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: \$7,000
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

If approves, these funds will be budgeted for the fiscal year 2023-2024.

Attachments

Food Ministries Contract

AGREEMENT

This agreement (this “Agreement”) is effective on July 1, 2023, and entered into the _____ day of May 2022 (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, free of charge or to any resident of San Luis, Arizona at low cost.

SECTION TWO. DURATION

The term of this Agreement shall be one year, starting on July 1, 2023, and ending on June 30, 2024.

SECTION THREE. OBLIGATION OF THE GETHSEMANI FOOD MINISTRIES

- 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 The Food Ministry shall also provide food to any resident of San Luis, Arizona at a low cost.

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.

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 Obey All Laws. Each Party agrees that it will comply with all laws, statutes, ordinances, rules and regulations of any government that affect the performance of this Agreement.

7.18 Books, Records, and Reports. Food Ministries shall keep accurate and current books showing all disbursements and the purpose of disbursements

related to the distribution of food under this Agreement. 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. The Food Ministries shall provide the **City Manager** the accounting of the City's funds no later than the third Monday in April of 2024. The accounting shall include dates of food distribution the street address within the City limits of San Luis the distribution was given, pounds of food distributed for free and the number of people served for free and the number of people served for low cost for each date. Other information may be provided, but the above list is the minimum information required for the accounting.

Food Ministries shall prepare a report for presentation to the City Council, which shall include a narrative of the activities and the number of people who attended.

7.19 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.

7.20 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.

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.

[Intentionally left blank, signature page follows.]

City of San Luis, Arizona

Nieves Riedel, Mayor

Date:_____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Gethsemani Food Ministries

Jose Manuel Castro, Pastor

Date:_____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. H.

Meeting Date: 05/24/2023

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 the Humane Society of Yuma for the Fiscal Year 2023-2024. **(Jenny Torres, Assistant 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 pets with low-cost vaccinations and low-cost or free injections of microchips with pet owners' contact information. (3) The Humane Society will also bring spay-neuter clinics in San Luis. The Humane Society will require proof of residency in San Luis, Arizona.

Amount: The city has entered into contracts with the Humane Society of Yuma in past years. This year's contract is **\$50,000.00** (the same as last year) for the Fiscal Year 2023-2024. Under the agreement, the city will pay a flat rate for kenneling services for the year in monthly increments.

In addition, the contract includes **\$5,000.00** to spay and neuter pets for the residents of San Luis for the Fiscal Year 2023-2024.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE HUMANE SOCIETY OF YUMA 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:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

If approved, these funds will be budgeted for the fiscal year 2023-2024.

Attachments

Humane Society Contract

AGREEMENT

This agreement (“Agreement”) is entered into this ____ day of May, 2023 and is effective the 1st day of July, 2023, (“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, 2023, and continuing through June 30, 2024.

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, 2024, 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. The City shall pay the \$5,000.00 upon the invoice of the HSOY.

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 general liability insurance coverage of at least \$1,000,000.00 per occurrence and \$2,000,000.00 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 to the City 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 obtaining a San Luis Business License before the first Clinic in the City of San Luis. With proof of IRS §501(c)(3) tax-exempt status, the business license is free under San Luis City Code §110.03.

11. Provisions Required by Arizona Law.

Conflict of Interest

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

Employment Eligibility

The HSOY hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility (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

Nieves Riedel, Mayor
Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Humane Society of Yuma

Annette Lagunas, Executive Director
Date: _____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. I.

Meeting Date: 05/24/2023

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 two proposals from Consultant Ramirez Advisors Inter-National, LLC. the first for the basic consulting services including assistance and coordination with Federal, State, and Bi-National entities, and the second for consulting for federal grants and federal lands for Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

Service and Amount: Ramirez Advisors Inter-National, LLC has two proposals for the fiscal year 2023-2024:

(1) to provide services the city is accustomed to related to assisting the City of San Luis in relation to Federal, State, and Bi-National entities to address the needs of our city. in the amount of **\$60,000** plus **a contingency budget of \$1,500.00 for travel** and

(2) to provide services with acquiring federal land and obtaining federal grants and other federal matters with the city in the amount of **\$33,000.00**.

The total budget for this item is \$94,500. A contract based on the proposals shall be presented to the City Council before July 1, 2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET FOR RAMIREZ ADVISORS INTER-NATIONAL, LLC FOR \$60,000.00 PLUS THE ADDITIONAL PROPOSAL FOR \$33,000.00 PLUS A CONTINGENCY BUDGET FOR POTENTIAL TRAVEL EXPENSES FOR \$1,500.00 FOR A TOTAL BUDGETED AMOUNT OF \$94,500.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	94,500.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

If this item is approved, these funds will be budgeted for the fiscal year 2023-2024.

Attachments

Ramirez Advisors Base Proposal

Additional Proposal for Federal Land Assistance



May 10, 2023

The Honorable Nieves Riedel
Mayor
City of San Luis
1090 East Union Street
San Luis, Arizona 85349

Via electronic mail: rvelez@cityofsanluis.org

RE: Renewal of Contract for Professional Services

Dear Mayor Riedel,

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 completion of 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. We are humbled by the continued support from the City of San Luis and look forward to our continued work with, city leadership and the community.

To that end, I want to thank you for the opportunity of presenting this contract renewal 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.

The US Federal government is spending \$307 million to modernize the San Luis 1 port of entry, an generational investment with local and regional impacts. Much work needs to take place with the US The General Services Administration (GSA), and US Customs and Border Protection 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 Modernization Project;
- Working with Mexican authorities to advance the needed improvements to the Mexican side of the border at San Luis I;
- Promote the long-term strategy to allow cars to cross 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 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 City Manager and Deputy 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

Luis Ramirez 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 \$60,000 to be paid in 12 equal payments of \$5,000. The retainer reflects a discount of our 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 General Services Administration of \$0.655/mile as of January 1, 2023 (source: GSA.gov).

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

Much work remains to be done on the modernization project, including the on-time and on-budget delivery of a project that meets the needs of the city and the region. We are confident 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 our continued work with you and the City on these very unique projects 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

May 10, 2023

The Honorable Nieves Riedel
Mayor
City of San Luis
1090 East Union Street
San Luis, Arizona 85349

Via electronic mail: rvelez@cityofsanluis.org

RE: Addendum to Contract for Professional Services

Dear Mayor Riedel,

On behalf of Ramírez Advisors Inter-National, LLC, (RAI-N), and after extensive dialogue with members of the City of San Luis Administration team, we are presenting this addendum to our ongoing contract for professional services with the City of San Luis. We are excited about the opportunity of expanding our engagement and help the city achieve broader goals that contribute to the community's growth and development.

OUR UNDERSTANDING

RAI-N is currently working with the city to advance the need to modernize the ports of entry at San Luis. But the city has multiple areas of need and there are some opportunities that require a dedicated effort on several initiatives that entail RAI-N assisting the city's leadership team in implementing multiyear approaches to advocacy, positioning, building stakeholder support and identifying opportunities to secure funding or resources of strategic interest for the city.

As we have demonstrated over the years, RAI-N has responded to multiple requests for assistance that have fallen beyond the scope of work of the current contract. We had done this without seeking changes to the remuneration agreement because we are strong believers in the potential of the city and the region and because we are fervent believers that though it may not be an item specific to the ports of entry, they contribute to the quality of life for the residents of the city and the region.

City leadership identified three new areas in which RAI-N may be of assistance. (1) The city is currently working the transfer of land from the Department of the Interior, principally from the Bureau of Reclamation and the Bureau of Land Management. (2)

The city is in the process of negotiating some additional water rights that would greatly contribute to the industrial, commercial, and residential growth of the community. (3) The city is engaged in a dialogue with the US Postal Service over the poor and limited service in the community.

OUR PROPOSAL

RAI-N will hold a meeting with city leadership to better understand efforts to date, including letters, communiques, stakeholder support, and other related efforts or initiatives in order to ensure that we do not duplicate any efforts.

In a coordinated effort with the city, we will develop an advocacy and position strategy to help the city secure the transfer of the land in question to the east.

RAI-N will also assist the city in negotiations on the additional water rights, including identifying potential development partners for the development of the related infrastructure for the transport and possible treatment of the water.

RAI-N will work with the Arizona Congressional delegation and other strategic stakeholders to implement a strategy for raising awareness of the limitations of the Postal Service in San Luis and work to implement strategies that offer solutions for the city.

As always, RAI-N stands ready to provide assistance to the city on these and other related issues as we remain committed to efforts that improve the quality of life for residents of the city and the region.

OUR FEES AND EXPENSES

RAI-N will require an increase of \$2,750 per month to the current retainer. 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.

GENERAL TERMS AND CONDITIONS

All general terms and conditions of the current agreement remain in effect in the contractual agreement between the city and RAI-N.

This engagement letter is presented to you and your leadership team only and is to be treated as confidential information at all times.

CONCLUSION

We are excited about the opportunity to expanding our engagement with the City of San Luis. Should this proposed Addendum meet your expectations, please sign it, and return a copy at your convenience.

Thank you in advance for the consideration you give to this proposal.

Respectfully,
FOR RAMIREZ ADVISORS INTER-NATIONAL, LLC



Luis E. Ramirez Thomas, MSFS
President

FOR THE CITY OF SAN LUIS

Signature

Date

Name

Title



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. J.

Meeting Date: 05/24/2023

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 the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

Service: Yuma Community Food Bank provides food to low-income residents of the City of San Luis free of charge.

Amount: The city has entered into contracts with the Yuma Community Food Bank in past years. The contract is for a total amount of **\$30,000.00** for the fiscal year 2023-2024.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH YUMA COMMUNITY FOOD BANK 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:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

If this item is approved, these funds will be budgeted for the fiscal year 2023-2024.

Attachments

Food Bank Contract

AGREEMENT

This agreement (the "Agreement") is effective July 1, 2023, and entered into this ____ day of May 2023 (which is the date 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, 2023, and end on June 30, 2024.

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 in Sections 3.1 and 3.2 of this Agreement 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. The Food Bank shall keep accurate and current books showing all disbursements and the purpose of disbursements related to the distribution of food under

this Agreement. 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. The Food Ministries shall provide the **City Manager** the accounting of the City's funds no later than the third Monday in April of 2024. The accounting shall include dates of food distribution the street address within the City limits of San Luis the distribution was given, pounds of food distributed for free and the number of people served for free and the number of people served for low cost for each date. Other information may be provided, but the above list is the minimum information required for the accounting.

SECTION FOUR. OBLIGATION OF CITY

The City agrees to pay a total of \$30,000 (twenty-five thousand dollars) to the Food Bank for the below separate services.

- 4.1 The City agrees to pay the Food Bank \$30,000.00 (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

Nieves Riedel, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma Community Food Bank

Signature

Print Name

Title

Date: _____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. K.

Meeting Date: 05/24/2023

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 the Fiscal Year 2023-2024. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

Service: Since 2011, the Yuma County Arts and Cultural Group has organized successful film festivals. As always, the Group will use the city logo and "San Luis" prominently displayed in their advertising for the event.

Amount: The contract amount is **\$5,000.00** (the same as last year) for the fiscal year 2023-2024.

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:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

If approves, these funds will be budgeted for the fiscal year 2023-2024.

Attachments

San Luis Film Festival Contract

AGREEMENT

This agreement (“Agreement”) made this _____ day of May 2023, effective July 1, 2023. 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 the 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 85349 (“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 2023-2024 San Luis Film Festival event shall be held in San Luis, Arizona, on a date on or before June 30, 2024.

SECTION TWO. DUTIES OF GROUP

The 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 San Luis Film Festival a success.

SECTION THREE. ADVERTISING OF THE CITY’S NAME

The 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 2023-2024 San Luis Film Festival events. As in past years, the City shall provide food for the press conference and judging short films, hotel expenses for up to a maximum of four (4) celebrity guests, items for making popcorn, chairs, tables (as needed), audio-projector, and screen. City staff shall provide setup and tear-down, once daily cleaning services over the festival’s four (4) days, attendance at the press conference, and IT staff support for the live zoom event.
- C. City staff shall work with Group to make the 2023-2024 San Luis Film Festival successful, such as promotion on the City’s website and led sign.
- D. Otherwise, all expenses in any way pertaining to the San Luis Film Festival shall be the sole and separate liability of the Group. The City assumes no financial responsibility of any kind or nature relative to the San Luis Film Festival other than those in Section Four, paragraph B, above.

SECTION FIVE. LIABILITY INSURANCE

Group shall provide City with 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

The 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. The Group shall prepare a report and submit it to the City Manager or the City Manager’s Designee by December 16, 2023, 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

Nieves Riedel, 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: _____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. L.

Meeting Date: 05/24/2023

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2262. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit (YCAT), the regional public transportation services for the fiscal year 2023-2024; repealing conflicting provisions; and providing for severability. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

IGA Organizational Structure: The Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") Intergovernmental Agreement ("IGA") consists of 9 entities: Yuma County, Wellton, Somerton, San Luis, the City of Yuma, Northern Arizona University, Arizona Western College, the Cocopah Tribe, and the Quechan Tribe. Under the twenty-five-year IGA of January 1, 2012 (expiring January 1, 2037), YCIPTA develops a formula for the percentage of contribution every year. The YCIPTA board approves the formula. Each jurisdiction that signed the IGA appoints a representative to the YCIPTA board, including the City of San Luis.

Service: Yuma County Area Transit (YCAT) provides public bus and transit services for the city and the region.

Approval procedure: Under the IGA, the city's approval must be by resolution. The city must not use federal money to pay for the contribution.

Amount: The city has contributed to YCAT since 2012. Last year's budgeted contribution was \$119,891.43 plus a one-time contribution of \$158,920.00 which was needed due to the changed federal grant interpretation of in-kind contributions. This year, the contribution from the city is \$125,886.00 with no separate contribution needed.

The resolution is in the amount of \$125,886.00 for the fiscal year 2023-2024.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2262 FOR THE ANNUAL CONTRIBUTION IN AN AMOUNT NOT TO EXCEED \$125,886.00 TO THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY FOR PUBLIC TRANSPORTATION SERVICES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$125,886.00
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

If approved, these funds will be budgeted for the fiscal year 2023-2024.

Attachments

Res 2262 YCAT
YCAT Request
YCAT PowerPoint



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 2262

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING ITS CONTRIBUTION TO TRANSIT FUND FOR THE YUMA COUNTY AREA TRANSIT (YCAT) PUBLIC TRANSPORTATION SERVICES

WHEREAS, in 2012, the City of San Luis entered into an intergovernmental agreement (IGA) with the Yuma County Intergovernmental Public Transportation Authority (“YCIPTA”) along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University; and

WHEREAS, paragraph 2.3 of said IGA states: “Each of the Members shall timely contribute its designated share of non-federal funds under a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process[;]” and

WHEREAS, at its May 30, 2023, meeting, YCIPTA is scheduled to adopt a formula that will set the San Luis share at 11.93% of the total shares for the total contribution amount for San Luis of \$125,887.00; for the Fiscal Year July 1, 2023, through June 30, 2024; and

WHEREAS, the San Luis City Council will include this YCAT contribution as part of the approved budget; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and San Luis City Council:

Section 1. The formula adopted by YCIPTA, as recited above, is approved.

Section 2. The appropriate city officials are authorized and directed to submit the contribution for the purpose of YCAT transportation services in the amount not to exceed \$125,886.00 of non-federal funds for the Fiscal Year July 1, 2023, through June 30, 2024.

[Intentionally left blank, signature page follows.]

PASSED, ADOPTED, and APPROVED by the Mayor and the City Council of the City of San Luis, Arizona, this _____ day of May 2023.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



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 31, 2023

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

RE: Preliminary Notice for Request for FY 2024 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

Yuma County Intergovernmental Public Transportation Authority (YCIPTA) is going to request a 5% increase for local match entity dues. **The total of the annual dues including the 5% increase for FY 2024 will be \$125,886.00.** The 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 an invoice will be sent later.

Should you have any questions regarding this request, please do not 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
Jay Simonton - Chairman – City of Yuma, Susan M. Zambrano – Vice Chairman – Arizona Western College
Eric Holland Sec/Treas– Cocopah Tribe, Richard Marsh – Town of Wellton,
Brian Golding, Sr.-Quechan Tribe, Ian McGaughey – Yuma County,
Ralph Velez – City of San Luis, Louie Galaviz- City of Somerton

Shelly Kreger, Transit Director



See Where It Takes You! Vamos!



Serving Yuma County since 2000
A service of the Yuma County Intergovernmental Public
Transportation Authority

Mission and Vision of YCIPTA

Mission: Mobility Solutions that make essential connections possible.

Vision: To be recognized as the leader in mobility solutions that empower and connect the community





RIDERSHIP AND FARES

Period: 5/1/2022 to 4/30/2023

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free				Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	10 Ride Passes	Single-Ride	< 5 & PCAs	Grey-hound	Promo	On Call ID	Aztec	YPIC	Colleges	Cocopah	Vista	WC	Bikes	Guides	
Orange 2	9,417	4,374	2	674	233	3,493	1,726	139	0	317	12	13	204	72	253	10,419	289	752	81	667	1	32,387
Brown 3	173	324	193	115	50	287	107	4	0	7	0	0	18	11	10	134	8	8	5	28	0	1,256
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Green 4	4,106	3,213	0	894	955	5,640	3,362	286	0	334	9	0	363	71	1,181	1,298	783	7,339	127	590	0	29,834
Green 4A	2,572	2,519	0	533	548	3,365	1,140	170	0	360	3	1	229	100	453	1,265	402	4,658	112	385	2	18,318
Blue 5	2,687	1,634	5	785	775	3,613	2,134	21	0	311	1	1	570	16	232	258	438	55	244	1,274	8	13,531
Purple 6	3,318	2,245	0	631	587	1,913	778	122	0	467	2	1	442	48	167	383	9,924	661	312	647	1	21,689
Gold 8	508	334	165	257	97	262	204	20	0	21	1	0	68	6	18	881	7	201	43	70	0	2,885
Silver 9	523	149	0	62	5	56	523	24	0	26	0	0	6	3	56	7,880	8	26	6	268	0	9,347
Turquoise 10	1,587	14	0	3	6	3	0	1	0	23	2	0	5	6	0	2	1	0	7	62	1	1,653
Yellow 95	82,103	51,613	14	5,917	2,685	15,622	17,454	1,740	0	3,144	23	57	1,180	441	1,510	10,949	2,529	4,602	670	3,372	11	201,569
Specials	5	0	0	0	0	0	0	0	0	1,212	0	6,145	0	0	0	7	10	0	15	33	0	7,379
Grand Total:	107,004	66,423	379	9,871	5,941	34,254	27,428	2,527	0	6,223	53	6,218	3,085	774	3,880	33,476	14,399	18,302	1,624	7,397	24	339,858

Total Revenue hours for the YCAT system is 35,276 of which the Yellow Route 95 that services San Luis operated roughly 36% or 12,754 revenue hours.

Total revenue miles for the entire system is 751,860 of which 269,191 is for the Yellow 95 again roughly 36%.

The annual cost to operate this route is \$2,008,330.86, this is the fully allocated operating cost per revenue hour (\$157.47 per hr.)

FY 2023/2023 Operating Budget is estimated at \$6,167,700

Total match/local funding needed for FY 2024 Budget	\$ 2,639,572.10
Cash Match Contribution	
Local Funding Government Entities Match Contribution	\$ 921,743.55
Local Funding Contribution of Public Entities	\$ 148,633.04
Fare Revenues	\$ 370,500.00
misc revenues	\$ 45,260.00
Tribal Contributions for Ops	\$ 519,573.22
Total Cash Match Contribution	\$ 2,005,709.81
In Kind Contribution	
Greyhound In Kind Contribution	\$ 300,000.00
Lease for Bus Shelter Right of Way	\$ 107,415.00
Estimated InKind Service for Board Members	\$ 19,200.00
Inkind for Advertisement in Shelters	\$ 185,000.00
Quechan Tribe Parking Lot Contribution	\$ 22,248.00
In Kind Contribution-TOTAL	\$ 633,863.00
Total Match Contributions	\$ 2,639,572.81

Entity Dues and Annual Contributions

Governmental Entity	Current Amount of Annual Contributions		5% Increase	New dues for FY23/24
Yuma County	\$263,250.48	26.18%	\$13,162.52	\$276,413.00
City of Yuma	\$339,765.72	33.80%	\$16,988.29	\$356,754.01
Town of Wellton	\$24,631.32	2.45%	\$1,231.57	\$25,862.89
City of San Luis	\$119,891.43	11.93%	\$5,994.57	\$125,886.00
City of Somerton	\$50,827.25	5.06%	\$2,541.36	\$53,368.61
Quechan Indian Tribe	\$9,780.16	0.97%	\$489.01	\$10,269.17
Cocopah Indian Tribe	\$69,704.64	6.93%	\$3,485.23	\$73,189.87
AWC	\$127,505.28	12.68%	\$6,375.26	\$133,880.54
Total	\$1,005,356.28	100.000%	\$50,267.81	\$1,055,624.09

Questions?



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. M.

Meeting Date: 05/24/2023

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 Fiscal Year 2023-2024 budget for City Council's dues, and subscriptions. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

For the May 17, 2023, City Council Work Session, the City Council had information on the total amount for the Council's Dues and Subscriptions. The only change is that the amount actually paid for rural delivery of the paper, Yuma Sun Newspaper, is \$246.00 for the year, rather than the online price of \$222.00. The difference is an additional \$24.00. The attached spreadsheet itemizes the total of \$54,517.99 for the Dues and Subscriptions part of Council's budget

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET FOR COUNCIL'S DUES AND SUBSCRIPTIONS IN THE AMOUNT OF \$54,517.99, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$54,517.99
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
If this item is approved, these funds will be budgeted for the Council's Dues & Subscriptions General Ledger 60020 for the fiscal year 2023-2024

Attachments

Itemized Spreadsheet
Yuma Sun Subscription

FY 2023-2024 BUDGET			City Council Dues and Subscriptions Budget			
		Service Category and Agency Name	Approved Budget FY 2022-2023	Dues & Subscriptions Change FY 2023-2024	Total Dues & Subscriptions for May 24, 2023	Notes & Reason for Agency's Difference from Last Year
60020 DUES & SUBSCRIPTIONS						
1		Arizona League of Cities & Towns	\$23,340.00	\$2,066.00	\$25,406.00	Increase on 2021 census estimate
2		Arizona Mexico Commission	\$1,500.00	\$-	\$1,500.00	
3		Border Trade Alliance	\$10,000.00	\$-	\$10,000.00	Same, but estimate, invoice January
4		NALEO	\$580.00	\$(55.00)	\$525.00	Decrease for group rate
5		National League of Cities	\$3,620.00	\$(1,556.00)	\$2,064.00	Decrease based on Consumer Price Index
6		Yuma County Chamber of Commerce	\$660.00	\$65.00	\$725.00	Increase current charge
7		YMPO (Required for Federal Transportation Funds)	\$13,564.09	\$487.90	\$14,051.99	Increase federal match, estimate- final December
8		Yuma Sun Newspaper Subscription	\$180.00	\$66.00	\$246.00	Increase current charge
		Total Dues and Subscriptions	\$53,444.09	\$1,073.90	\$54,517.99	

Subscribe

/ / / / Summary / Confirmation

Summary

Product	YUMA SUN
Method	Rural Home Delivery (Winterhaven, Wellton, Somerton, San Luis)
Schedule	7 DAYS A WEEK
Length	1 Year - \$246.00
Price	\$246.00

Subscriber

* First Name

* Last Name

Company

* Daytime Phone





AGENDA ITEM REVIEW FORM

Special City Council Meeting

7. A.

Meeting Date: 05/24/2023

Department Head: Jenny Torres, Assistant City Manager, Administration

Submitted By: Jenny Torres, Assistant City Manager, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Mesa Street Improvements Phase II Change Order No. 1. **(Jenny Torres, Assistant City Manager)**

SUMMARY:

The city completed the Mesa Street Phase I project and is currently working on finalizing the work for Mesa Street Phase II project. The Public Works Department concrete crew were scheduled to construct the pedestrian concrete steps included in the project. Unfortunately, we were notified that due to other work commitments, staff would not be able to include this work in their schedule. The city requested DPE to provide a proposal to construct the pedestrian steps with the condition that the work be completed by June 30, 2023. After evaluating our limited options, City staff decided to outsource the work with a change order to the Mesa Street Phase II DPE construction contract. The change order scope of work includes pedestrians' concrete steps, white thermoplastic crosswalk pavement marking, removal of existing sidewalk ramp, flat work, and sidewalk ramp. The cost will increase by \$47,788.90.

Original Contract Sum	\$197,948.10
Modified Contract Sum	\$245,737.00
Net Change (Increase)	\$47,788.90

The change order will modify the contract completion date to June 30, 2023, in order to provide 37 additional days of work.

Staff worked with the finance department to allocate additional funding needed to move forward with this change order. The city will use unused contingency funds from Mesa Street Phase I and Rancho Los Oros Phase II projects. Purchases for construction work over \$45,000.00 go out to bid under the City Code-Purchasing §3.05.010(D). However, the City Code also allows for waiver of formal bidding procedures under City Code-Purchasing §3.05.010 (F) for a good cause. In this case, going out to bid would delay the project and add to the cost.

Staff recommends approval and ratification of the Mesa Street Improvements project Phase II, Change Order No. 1, and requests authorization for the transfer of funds to complete the project.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY AND APPROVE THE MESA STREET IMPROVEMENTS PHASE II CHANGE ORDER NO. 1 IN THE AMOUNT OF \$47,788.90, AUTHORIZE A BUDGET TRANSFER AND WAIVE FORMAL PURCHASE PROCEDURES FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$47,789
BUDGETED AMOUNT: No
AVAILABLE AMOUNT TO TRANSFER: Yes
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Projects Acct
#225-210-90010.220 \$112,114

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

The City will do a budget transfer from Rancho Los Oros remaining budget in account #255-210-90010.220 to Mesa Street Improvements Phase I, account #255-210.90010.227 in the amount of \$47,789.00.

Attachments

Mesa Change Order No. 1

CHANGE ORDER

PROJECT: CITY OF SAN LUIS, ARIZONA
MESA STREET ROADWAY IMPROVEMENTS – PHASE 2

TO (Contractor):	CHANGE ORDER NO.:	<u>1</u>
Mr. James Allen	INITIATION DATE:	April 26, 2023
DPE Construction, Inc	ENGINEER'S PROJECT NO:	CSL-27
1636-A E. 20 th Street, Yuma, AZ 85364	CONTRACT DATE:	January 24, 2023

Not valid until signed by both the Owner and Engineer.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Date

The following change is made to the Contract: Change order pedestrian concrete steps and adjusted of final constructed quantities.

The original Contract Sum, including contingency amount	\$197,948.10
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order Was	\$197,948.10

This Change Order will modify the Contract Sum as following:

Item	Description	
	Pedestrian Concrete Steps with No Handrail (1 LS @ \$54,000/LS) (\$6,211.10 to be deducted from Contingency Amount)	\$6,211.10
	White Thermoplastic Crosswalk pavement marking (70 LF @ \$14.00 = \$900 to be deducted from Contingency Amount)	\$980.00
	Remove Existing Sidewalk Ramp, Flatwork (15 SY @ \$14.00 = \$168 to be deducted from Contingency Amount)	\$210.00
	Sidewalk Ramp (135 SF @ \$15.00 = \$2,025 to be deducted from Contingency Amount)	<u>\$2,025.00</u> \$9,426.10
	Original Contingency amount	\$9,426.10
	Net contingency amount change by previous change orders	\$0.00
	Net change by this change order to be deducted from contingency amount	<u>\$9,426.10</u>
	Contingency Amount Left After this Change Order	\$0.00
	Pedestrian Concrete Steps with No Handrail (1 LS @ \$54,000/LS) (\$54,000 – \$6,211.10 = \$47,788.90)	<u>\$47,788.90 (+)</u> \$47,788.90 (+)

PROJECT: CITY OF SAN LUIS, ARIZONA
MESA STREET ROADWAY IMPROVEMENTS – PHASE 2

CHANGE ORDER NO.: 1 (continued)

Net change by this change order \$47,788.90 (+)

The new Contract Sum including this Change Order will be \$245,737.00

The Contract Time will be changed by adding
(37) Days for pedestrians concrete steps construction (37) Days

The Date of Substantial Completion as of the date of this Change Order is therefore June 30th, 2023

DPE Construction, Inc
Contractor
By Robert N. Ricker
Name Robert N. Ricker
Date: 4-27-23

James Davey and Associates
Engineer
By Tommy Sanchez
Name TOMMY SANCHEZ
Date: 04/27/2023

City of San Luis, Arizona
Owner
By _____
Name _____
Date: _____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

7. B.

Meeting Date: 05/24/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding proposed changes from the May 3, 2023, version of the Lease Agreement with Gemini Property Holdings, Inc. for a temporary Police Station located in East San Luis. **(Miguel Alvarez, Interim Chief of Police)**

SUMMARY:

Background

Because completion of the second police station at the city's community park on County 24th Street is two or three years away, Mayor Riedel negotiated a lease with Gemini Property Holdings, Inc. (a non-profit housed at Comité De Bien Estar) for their building and the two (2) lots it sits on, at 293 North Rachel Dodge Avenue. Avenue F is to the back of the property. It will be in close proximity to Fire Station 2.

The version of the lease presented and approved by the Council was for \$1.00 per square foot of the 2,500-square-foot building (\$2,500 per month), with no deposit. The rent includes the two 6,000-square-foot lots the building sits on, for a total of 12,000 square feet. The lease starts June 1, 2023, for three years, with the option to extend another three years. The June start date will allow time for Comité De Bien Estar to vacate and for the city to inspect before move-in. The city may modify the building for its purposes without permission from the owner.

The Basic Changes

The rent is the same as described above; however, the owner asked that the rent increase from \$2,500 to \$3,000 per month but only at the June 2026 mark and only if the city wishes to exercise the option for another three (3) years. The owner also requested that the city's use be limited to a temporary second police station.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE LEASE AGREEMENT WITH GEMINI PROPERTY HOLDINGS, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$90,000 for 3 Years or \$30,000 per year
BUDGETED AMOUNT:	No

AVAILABLE AMOUNT TO TRANSFER:

See fiscal impact statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement

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

We did not budget for this item. The fiscal impact for FY 2023 is \$2,500. We have the budget capacity to cover the fiscal impact through June 30th, 2023 due to the delay of projects. For Year 2024 and the following years, we will budget accordingly for this item if approved by the Council.

If the city exercises the option to extend the lease another three years starting June 1, 2026, the rent will be \$3,000 per month for \$36,000 per year.

Attachments

Gemini Lease



COMITE DE BIEN ESTAR



LEASE AGREEMENT

This lease agreement ("Lease") is made, between

<p>Gemini Property Holdings, Inc. a domestic nonprofit corporation organized under the laws of Arizona, having its principal office at 963 East B Street San Luis, Arizona, and its mailing address of: P.O. Box 7170 San Luis, Arizona 85349 ("GEMINI"), and</p>	<p>the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative office at San Luis City Hall 1090 East Union Street San Luis, Arizona, and its mailing address of P.O. Box 1170 San Luis, Arizona 85349 ("CITY").</p>
---	---

GEMINI and the CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

A. The CITY is a municipal corporation vested with all the powers to lease by A.R.S. § 9-240(B)(1) and A.R.S. § 9-241.

B. The CITY is developing a permanent police station at the East Community Park and Fire Station 2 on County 24th Street, but it may be a few years before it is completed.

C. The CITY would benefit from having a temporary police station to serve the eastern portion of the city near the East Community Park and Fire Station 2.

D. GEMINI is willing to make its building and land surrounding it near the area of County 24th Street available to the CITY for a reasonable lease rate.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Lease, the Parties agree to the following.

SECTION ONE.

LEASED PREMISES

GEMINI leases to CITY and CITY hires from GEMINI for Lease Term, at the rental rate and upon the covenants and conditions set forth below in this Lease, the premises subject to this Lease more particularly described as lots 370 and 371 in the Bienestar 9B, Subdivision, which are designated by the Yuma County Assessor as APN 777-60-370 and APN 777-60-37, the lots (parcels) straddle Rachel Dodge Avenue and Avenue F, commonly known at



O: 928-627-8559
F: 928-569-6644

Marco A. "Tony" Reyes
Executive Director



www.comiteaz.com
cdb@comiteaz.org

George Guerrero
President

Anna Covarrubias
Vice-President



963 East B Street
San Luis, AZ 85349

Edna Lopez
Secretary

Jose I. Gonzalez
Treasurer

Directors: Hector Sanchez | Jose L. Madrigal | Vicente Zamora | Carlos Sanchez | Fidel Muñoz | María Gómez

the addresses of 293 Rachel Dodge Avenue and 285 Rachel Dodge Avenue, in San Luis, Yuma County, Arizona, which premises consist of two lots of real property totaling approximately twelve thousand square feet (12,000 sq. ft.) upon which a building sits of approximately two thousand five hundred square feet (2,500 sq. ft), (the "Leased Premises").

**SECTION TWO.
TERM**

The term of this Lease shall be for a period of three (3) full years commencing on June 1, 2023, and ending on May 31, 2026, plus any renewal term exercised under SECTION FOUR of this Lease ("Lease Term").

**SECTION THREE.
RENTAL**

CITY shall pay GEMINI without prior notice, or demand, as rent in advance, on the first day of each month during the Lease Term, \$2,500.00 per month.

**SECTION FOUR.
OPTION TO RENEW**

CITY shall have the option to extend the term of this Lease for a total of one (1) additional three-year (3-year) term following the expiration of the initial term as provided in SECTION THREE. CITY shall exercise its option by giving written notice of the exercise of the option to GEMINI no later than Friday, February 27, 2023, 2026. The monthly rent for the extended term shall be at -\$3,000.00. The additional term shall expire on May 31, 2029, unless earlier terminated.

**SECTION FIVE.
USE**

It is the intention that the CITY will use the Leased Premises as a temporary second police station.

**SECTION SIX.
UTILITIES**

The CITY shall pay or provide for all water, sewage removal, solid waste collection, electricity, telephone, internet, janitorial, and all other materials and services which may be furnished to or used in or about the Leased Premises during the Lease Term.

**SECTION SEVEN.
TAXES**

GEMINI shall continue to pay the real property taxes on the Leased Premises and continuing for the entire Lease Term, discharged promptly as the same become due and before delinquency, all taxes, assessments, levies, excise or imposts, liens whether general or special, ordinary or extraordinary, imposed by any governmental or quasi-governmental authority pursuant to law directly as a result of ownership of the Leased Premises which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon the Leased Premises or any part of the Leased Premises, or upon the leasehold or the estate created by this Lease, or upon GEMINI solely by reason of its ownership of the Leased Premises, including but not limited to any license or privilege fee or tax based or measured. GEMINI shall make all payments of all sums required by law for the property

directly to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by the operation of law for their nonpayment.

SECTION EIGHT.

INSURANCE AND WAIVER OF SUBROGATION

A. GEMINI shall maintain, as the minimum coverage required of it by this Lease, a policy or policies of fire and property damage insurance in so-called "fire and extended coverage" policies and forms, insuring GEMINI against loss of rents and from physical damage to the building and other site permanent improvements or permanent fixtures for a period of not less than twelve (12) months per year starting June 1 of every year, for the Lease Term as defined in SECTION FOUR with coverage of not less than one hundred percent (100%) of the full replacement value of the building and improvements. GEMINI may elect to have additional insurance.

B. GEMINI shall not be required to cause such insurance to cover any personal property, movable fixtures, or movable improvements belonging to the CITY on the property during the Lease Term.

C. The CITY shall inform GEMINI in writing of any permanent fixtures it intends to install or permanent improvements it intends to make so that GEMINI may adjust its insurance coverage accordingly.

D. The CITY shall be solely responsible for any insurance coverage for its personal property, movable fixtures, or movable improvements on the Leased Premises during the Lease Term as defined in SECTION FOUR.

E. The CITY shall secure and maintain at its own expense during the Lease Term general liability coverage of one million dollars (\$1,000,000) per incident and two million dollars (\$2,000,000) in the aggregate. The coverage of CITY's general liability insurance shall be in addition to any carried by GEMINI.

F. The parties to this Lease release each other, and their respective agents, employees, and contractors, from any claims for injury to any persons or damage to property that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of such damage, but only to the extent such claims are covered by such insurance. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against either party in connection with any damage covered by such policy so long as such waiver is available without unreasonable additional cost.

SECTION NINE.

CONDITION OF PREMISES

A. CITY shall maintain and keep the interior and exterior of the Leased Premises and every part of the Leased Premises and all appurtenances, in good condition and repair during the Lease Term, damage by fire, wind, earthquake, acts of God or the elements excepted.

SECTION TEN.

COMPLIANCE WITH LAWS

A. CITY shall not commit or permit to be committed any waste upon the Leased Premises and shall not commit or permit to be committed any public or private nuisance, or any other act or thing prohibited by law. With respect to the CITY's use and occupancy of the Leased Premises, the CITY shall comply with all laws, ordinances, orders, and regulations of all governmental authorities, including the final judgment of a court of competent jurisdiction in any action or proceeding against CITY.

B. GEMINI shall abide by all laws as lessor and property owner.

D. This Lease is subject to cancellation for conflict of interest under A.R.S. § 38-511.

SECTION ELEVEN.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

A. Subject to the limitation that no substantial portion of the building on the Leased Premises shall be demolished or removed by the CITY without the prior, express, and written consent of GEMINI, may at any time during the Lease Term, subject to the conditions set forth below and at the CITY's own expense, make any alterations, additions, or improvements in and to the Leased Premises which includes the building. Alterations shall be performed in a satisfactory manner and shall not weaken or impair the structural strength or lessen the value of the building on the Leased Premises.

B. Before commencement of any work, all plans and specifications shall be filed with and approved by all government departments or authorities having jurisdiction and any public utility company having an interest in such matters, and all work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to cost five thousand dollars (\$5,000) or more shall be submitted to GEMINI for written approval prior to commencing work.

C. All permanent fixtures and permanent improvements on or in the Leased Premises after the commencement of the Lease Term that may be installed during the Lease Term shall become part of the Leased Premises and the sole property of GEMINI, except that all movable fixtures, movable improvements, or personal property installed by the CITY shall be and remain the property of the CITY.

SECTION TWELVE.

LIENS

CITY shall keep the Leased Premises and building of which the Leased Premises are a part, free and clear of any liens and shall indemnify and hold harmless GEMINI from any

liens and encumbrances arising out of any work performed or materials or labor furnished by or at the direction of CITY.

**SECTION THIRTEEN.
ASSIGNMENT AND SUBLETTING**

CITY shall not sublet or assign any portion or interest in this Lease without first obtaining the written consent of GEMINI and GEMINI -has One hundred and twenty (120) days right to terminate the lease without cause as set forth in section 15 if GEMINI does not consent.

**SECTION FOURTEEN.
INDEMNIFICATION**

Each Party shall indemnify and hold harmless the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action liability, costs, or expense (including attorneys' fees, witness costs, and expert charges) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees.

SECTION FIFTEEN.

DEFAULT TERMINATION

- a) Should CITY at any time default in payment of the Rent, then GEMINI, after 7 days' written notice to CITY may proceed with GEMINI's remedies as provided by Arizona Law to terminate this Lease and reobtain possession of the Leased Premises, together with GEMINI's reasonable costs or expense in so doing, with interest at rate of 12% per annum from the due date of the Rent until repaid.
- b) Should CITY default in the performance of any of CITY's covenants', agreements or obligations under this Lease, other than in the payment of Rent, and should any such default continue for 30 days after written notice from GEMINI, or should CITY vacate or abandon the Leased Premises, GEMINI may after the expiration of the 30 days, proceed with GEMINI's remedies as provided by Arizona Law to terminate this Lease and reobtain possession of the Leased Premises, together with GEMINI's reasonable costs or expense in so doing, with interest at rate of 12% per annum until repaid.
- c) Notwithstanding, the provisions in Section 15 (a) and (b) above, either the CITY or GEMINI upon written notice to the other may terminate this Lease at any time without cause upon 120 days advance written notice to the other party.

**SECTION SIXTEEN.
ATTORNEYS' FEES**

Should either Party commence any legal action or proceeding against the other based on this Lease, the prevailing party shall be entitled to a reasonable amount for attorney's fees, costs of court, witnesses, and experts.

**SECTION SEVENTEEN.
DESTRUCTION**

In the event of total or partial destruction of the Leased Premises during the Lease Term from any cause actually covered by insurance then in full force and effect, CITY immediately shall give written notice of such destruction to GEMINI and GEMINI shall to the

extent of such insurance proceeds promptly repair the same, provided such repairs can be made within -one hundred and eighty (180) days after such destruction, but such partial destruction shall in no way annul or void this Lease. If such repairs are not so insured or cannot be made within - One hundred and eighty (180) days of the date of such destruction, this Lease may be terminated at the option of either party upon 30 days' written notice to the other Party. CITY and GEMINI waive the provisions of the Arizona Revised Statutes that contradict this SECTION SEVENTEEN.

**SECTION EIGHTEEN.
HOLDING OVER**

Any holding over after the expiration of the Lease Term by CITY with the consent of GEMINI shall be deemed to be a tenancy from month to month and except for the term of such tenancy shall be on the same terms and conditions specified in this Lease, as far as are applicable.

**SECTION NINETEEN.
SALE OF PREMISES**

In the event of a sale or conveyance by GEMINI of GEMINI's interest in the Leased Premises, GEMINI shall be released from any future liability under this Lease, with the successor in interest to GEMINI to be solely liable to the CITY.

**SECTION TWENTY.
NOTICE**

All notices or demands of any kind required or desired to be given by GEMINI or CITY under this Lease shall be in writing and validly given if delivered or refused delivery to the City Clerk for the City or to the Statutory Agent for GEMINI by personal delivery, by United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to mailing address in the first paragraph, or by any commercially reasonable means of receipted delivery..

**SECTION TWENTY-ONE.
NO WAIVER**

No covenant, term or condition, or breach of this Lease shall be deemed waived, except by written consent of GEMINI and the CITY, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance of all or any portion of rent at any time shall not be deemed to be a waiver of any covenant, term, or condition except as to the rent payment accepted.

**SECTION TWENTY-TWO.
MISCELLANEOUS**

A. The captions of the sections and paragraphs contained in this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any provision of this Lease.

B. All of the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties to this Lease and their heirs, executors, administrators, successors, and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting or use of the Leased Premises other than as provided for in this Lease.

- C. This Lease shall be governed and interpreted solely by the laws of Arizona. The venue shall be in a court of competent jurisdiction in Yuma County, Arizona.
- D. Time is of the essence of this Lease and each provision of this Lease.
- E. There are no third-party beneficiaries to this Lease, and no person or entity who is not a Party shall have any right or cause of action under this Lease.
- F. It is not intended by this Lease to, and nothing contained in this Lease shall create any agency, partnership, joint venture, or other similar arrangement between the Parties. The relationship is of lessor and lessee.
- G. GEMINI 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 Arizona laws. GEMINI and the CITY warrant to each other that the individuals executing this Lease on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.
- H. This Lease constitutes the entire Agreement between the Parties pertaining to the subject matter of this Lease. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded, and merged in this Lease.
- I. This Lease 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 may all be attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

The parties have executed this Lease Agreement in Yuma County, Arizona the day and year first set forth above.

City of San Luis, Arizona

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Gemini Property Holdings, Inc.



Marco Antonio Reyes, Director



AGENDA ITEM REVIEW FORM

Special City Council Meeting

7. C.

Meeting Date: 05/24/2023

Department Head: Jose L. Cisneros, Acting Assistant Director to Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Ochoa, Administrative Coordinator, 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, 2023. **(Marcos Ramirez, San Luis Frontera Rotary Club)**

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 Tuesday, July 04, 2023, 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 Events Liquor License Application - 2023 Fourth of July Celebration

CSR:
Amount:



SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

Arizona Department of Liquor Licenses and Control
 800 W. Washington St. 5th Floor Phoenix, AZ 85007
 (602) 542-5141

DLLC USE ONLY
Job #:
Date Accepted:
CSR:
License #:

Application MUST be submitted to the Department of Liquor 10 days prior to the event.

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: Ramirez Marcos
(Must be an Officer/Member of the Non Profit Entity) Last First Middle

2. Applicant's mailing address: PO BOX 13926 San Luis Arizona 85349
Street City State Zip

3. Applicants home/cell phone: 928-285-3532 Applicant's business phone: _____

4. Applicant's email address: MARCOSRAMIREZ5550@GMAIL.COM

5. Special Event Name: 4th of July Celebration

6. Name of Non-Profit Organization, Candidate or Political Party/Gov.: San Luis Frontera Rotary Club

7. Non-Profit/IRS Tax Exempt Number: 86-0734186

8. Arizona Corporation Commission File #: 23077310 If out of State please specify: _____
(Attach letter of good standing)

9. Event Location Name: Joe Orduño Park

10. Event Address: 965 Park Avenue, San Luis, Arizona 85349

Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>07/04/2023</u>	<u>Tuesday</u>	<u>2:00 PM</u>	<u>12:00 AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 2 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 4 _____ Number of Security Personnel Fencing Barriers

Must explain security measures: _____

SECTION 3 What is the purpose of this event?

On-site consumption Off-site (auction/wine/distilled spirits pull) Both

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Check one of the following boxes. (R-19-318)

A) Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)

B) Will this event be held on a currently licensed premises and within the already approved and licensed area?
(**Must attach a letter from the licensed premises with an explanation of the option checked below**)

Name of Business

License Number

Phone (Include Area Code)

Place license in non-use - *Special Event Licensee selling all alcohol without retailer involvement*
Must attach letter from the location suspending license for duration of special event

Dispense and serve all spirituous liquors under retailer's license – *Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee*

Dispense and serve all spirituous liquors under special event - *The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. **Must attach letter from the location suspending license for duration of special event***

Split premise between special event and retail location - *Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)*

Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions – *Retailer will still be permitted to conduct all normal sale and service of alcohol.*

SECTION 4

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 letter of explanation.

2. How many special event days have been issued to this organization during the calendar year? 5 _____

3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)

Yes No If yes, please provide the Name of the Special Event 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?
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)

Yes No if yes, please provide the Name of Licensee: _____ License #: _____

5. List the name of the Individual or Organization that will receive revenues, **MUST EQUAL 100 PERCENT.**

Attach additional sheet if necessary.

Name: San Luis Frontera Rotary Club Percentage: 100%

Address: PO BOX 13926 San Luis Arizona 85349
Street City State Zip

Name: _____ Percentage: _____

Address: _____
Street City State Zip

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 5 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.

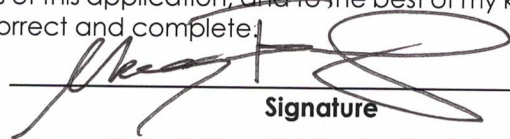


If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local governing body before submitting to the Department of Liquor Licenses and Control. Please contact the local governing board for additional information.

APPLICANT SIGNATURE

Declaration:

I, (Print Name) Marcos Ramirez, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.


Signature

LOCAL GOVERNING BODY

Date Received: _____

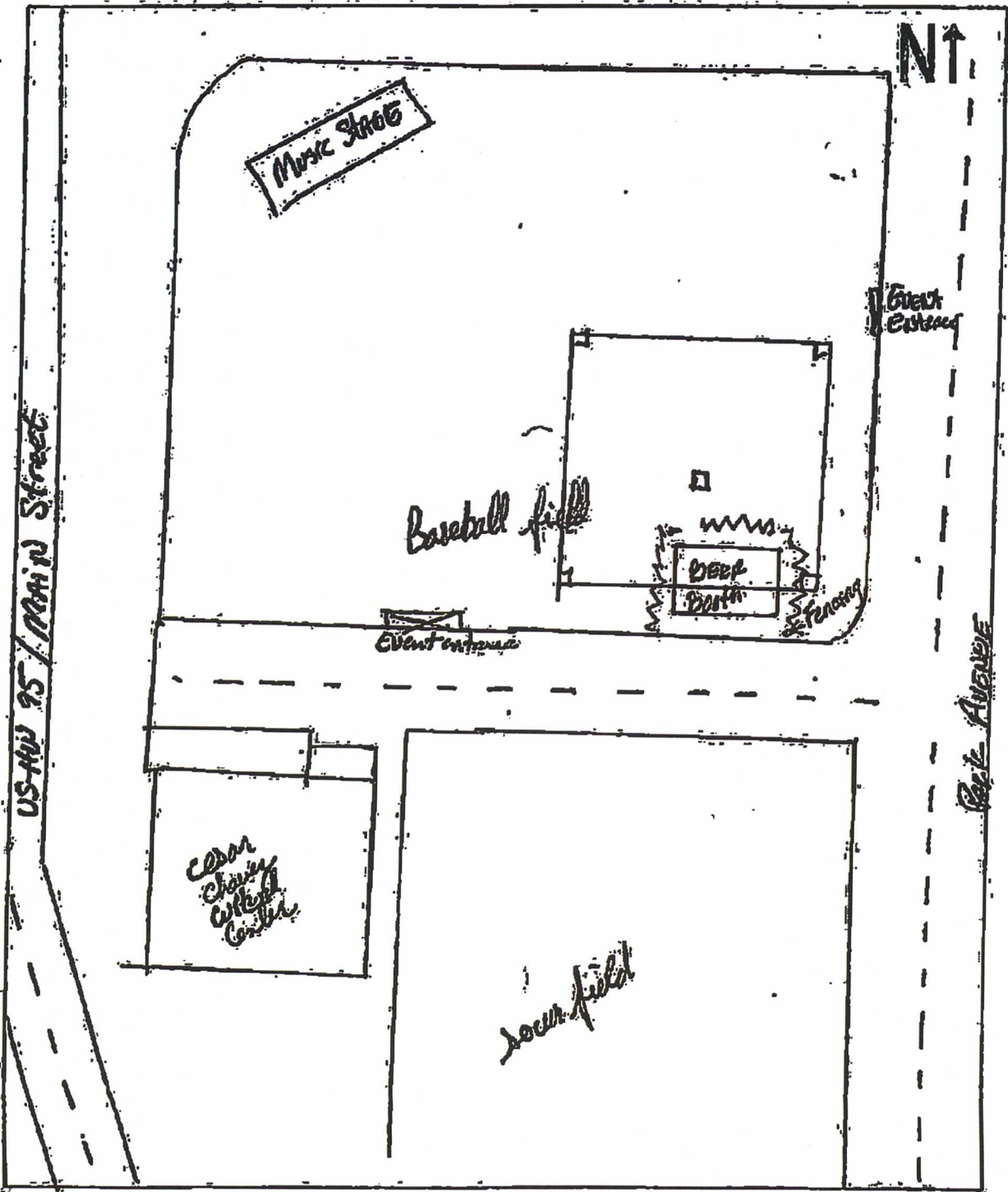
I, _____ recommend APPROVAL DISAPPROVAL
(Government Official) (Title)

On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

AZDLLC USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2023

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 E-MAIL ADDRESS: rotary@ajg.com	FAX (A/C, No): 630-285-4062
	INSURER(S) AFFORDING COVERAGE	
INSURED All Active US Rotary Clubs & Districts San Luis Frontera Rotary Club, Rotary District 5500 ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER A: Westchester Surplus Lines Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	G73578917 001	7/1/2022	7/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			G73578917 001	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 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 an 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

CANCELLATION

City of San Luis
Joe Orduño Park
4th of July Celebration
965 Park Avenue, San Luis, Arizona 85349
Festival Celebrating the 4th of July 2023 taking part at Joe Orduño Park in San Luis, Arizona on 07/04/2023. Alcohol will be sold

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

2023 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: Juan Manuel Guerrero - PO Box 3960, SOMERTON, AZ, 85350, USA - - Date of Taking Office: 06/30/2022

Incorporator: MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA - - Date of Taking Office:

President: Juan Manuel Guerrero - PO Box 3960, SOMERTON, AZ, 85350, USA - - Date of Taking Office: 06/30/2022

Secretary: Marcos Ramirez - 269 E. Aquila St., SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2021

Treasurer: Georgina Gonzalez - 1385 E. San Pedro St., SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2021

SIGNATURE

Secretary: Marcos Ramirez - 04/03/2023

Electronic Notice (e-Postcard)

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2021

Open to Public Inspection

A For the 2021 Calendar year, or tax year beginning 2021-07-01 and ending 2022-06-30

B Check if available

 Terminated for Business Gross receipts are normally \$50,000 or lessC Name of Organization: SAN LUIS FRONTERA ROTARY CLUB
PO Box 13926, San Luis, AZ,
US, 85349D Employee Identification
Number 86-0734186

E Website:

F Name of Principal Officer: Juan Guerrero
PO Box 3960, San Luis, AZ,
US, 85349

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.



Confirmation

[Home](#) | [Security Profile](#) | [Logout](#)

Your Form 990-N(e-Postcard) has been submitted to the IRS

- **Organization Name:** SAN LUIS FRONTERA ROTARY CLUB
- **EIN:** 860734186
- **Tax Year:** 2021
- **Tax Year Start Date:** 07-01-2021
- **Tax Year End Date:** 06-30-2022
- **Submission ID:** 10065520222975941047
- **Filing Status Date:** 10-24-2022
- **Filing Status:** Pending

Note: Print a copy of this filing for your records. Once you leave this page, you will not be able to do so.

MANAGE FORM 990-N SUBMISSIONS