



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, September 10, 2025. 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

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miércoles, 10 de Septiembre del 2025. 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



AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 10, 2025
6:00 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

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff. The city is not allowed by law to endorse the religious or non-religious beliefs or views of such speakers. Any invitation to stand during the Pledge of Allegiance or invocation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any Pledge of Allegiance or an opening invocation that is offered.

Toda invocación inicial que se ofrezca antes del inicio oficial de la sesión del Cabildo será una ofrenda voluntaria de una persona particular, para beneficio del Cabildo. Las opiniones o creencias expresadas por quien haga la invocación no han sido revisadas ni aprobadas previamente por el Cabildo ni por el personal de la ciudad. La ley no permite a la ciudad respaldar las creencias o puntos de vista religiosos o no religiosos de dichos oradores. Cualquier invitación a ponerse de pie durante el Juramento a la Bandera o la invocación no se interpretará como una exigencia, orden ni ningún otro tipo de mandato. Ninguna persona presente en la sesión estará obligada a participar en el Juramento a la Bandera ni en ninguna invocación inicial que se ofrezca.

4. CALL TO THE PUBLIC

This is the time for the public to comment. Under A.R.S. § 38-431.01(l), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

5. PROCLAMATION

5. A. Proclamation on Hispanic Heritage Month September 15, 2025 to October 15, 2025

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

- Special Council meeting held August 1, 2025
- Work Session held August 6, 2025

6. B. DISBURSEMENTS

From August 21, 2025 to September 3, 2025

Total \$2,372,343.35

(Two Million, Three Hundred Seventy-Two Thousand, Three Hundred Forty-Three Dollars and Thirty-Five Cents)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A.

Discussion and possible action on any and all matters regarding continuing temporary staffing services through HireQuest Inc. **(Maria Barajas, Acting HR Manager)**

7. B.

Discussion and possible action on any and all matters regarding County 22nd and 4th Avenue Roadway Improvements Change Order. **(Tomas Sanchez, City Engineer)**

7. C.

Discussion and possible action on any and all matters regarding Order No. 2025-08. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the San Luis Municipal Court to receive funding for the Access to Justice Grant by approving Agreement A2J #1 between the City of San Luis, Arizona, through the San Luis Municipal Court and the Arizona Supreme Court, Administrative Office of the Courts. **(Julissa Alejandra Peru, Court Administrator)**

7. D.

Discussion and possible action on any and all matters regarding Order No. 2025-09. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the San Luis Municipal Court to receive funding for the Access to Justice Grant by approving Agreement A2J Grant #2 between the City of San Luis, Arizona, through the San Luis Municipal Court and the Arizona Supreme Court, Administrative Office of the Courts. **(Julissa Alejandra Peru, Court Administrator)**

7. E.

Discussion and possible action on any and all matters regarding Order No. 2025-10. An Order of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Agreement between the City of San Luis and the City of Yuma for use of the City of Yuma Public Safety Training Facility. **(Emmanuel Botello, Lieutenant)**

7. F. Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2374. A Resolution of the Mayor and City Council of the City of San Luis, increasing the fee for collection services on delinquent water and wastewater accounts .
(Edgar Esparza, Billing & Collections Manager)

- A. Staff Presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Resolution No. 2374

7. G. Discussion and possible action on any and all matters regarding the proposed agreement between Brown's Collection Service and the City of San Luis for the implementation of a collection agency to achieve maximum recovery of debt. **(Roula Encinas, Finance Director, and Edgar Esparza, Billing and Collections Manager)**

7. H. Discussion and possible action on any and all matters regarding Order No. 2025-11, an Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement for Case No. 2:24-cv-00534 Gethsemani Baptist Church versus the City of San Luis in the United States District Court for the District of Arizona; repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

7. I. Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2375. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, amending Resolution No. 2334 p reviously adopted October 2, 2024, concerning the issuance of debt by the Industrial Development Authority of the City of San Luis, Arizona, the proceeds of which are to be lent to the Regional Center for Border Health, Inc., and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

(6 votes in favor are required to pass immediately as an emergency per A.R.S. § 19-142.)

- A. Presentation by Staff and the Regional Center for Border Health, Inc.
- B. Open Public Hearing
- C. Call to the Public
- D. Close Public Hearing
- E. Discussion and Action on Resolution No. 2375

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



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 09/10/2025

Title:

Proclamation on Hispanic Heritage Month September 15, 2025 to October 15, 2025

Attachments

Proclamation



Proclamation

HISPANIC HERITAGE MONTH

September 15, 2025 – October 15, 2025

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, the City of San Luis, Arizona, recognizes the deep roots of Hispanic and Latino Heritage within our local community, our great State of Arizona and the United States of America; and

WHEREAS, the Gadsden Purchase of 1854 brought territories in Southern Arizona and Southern New Mexico into the Union of the United States; lands that were already rich in the Spanish language, Mexican and Native American cultures and ways, where the bells of Spanish missions rang loudly from California to Texas and even in modern eastern States of Florida and Georgia; proof that the history of the United States grew not only North to South and East to West but also grew North and East from the modern “Southwest”; and

WHEREAS, the City of San Luis, Arizona, was founded in 1930, directly due to the opening of its local Port of Entry, which allowed for travel and commerce between Mexico and the United States. The City of San Luis prides itself in having played a vital role in agriculture, commerce and industry; a role which is still filled today; and

WHEREAS, the City of San Luis, Arizona, has a Hispanic population of 97-98% and takes pride in the bilingual nature, commitment to family, shared traditions and values; and

WHEREAS, in the words of Cesar Chavez, one of the City of San Luis’s most iconic heroes: “Preservation of one’s own culture does not require contempt or disrespect for other cultures.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim September 15, 2025, to October 15, 2025, as “**Hispanic Heritage Month**”. And encourages residents to not only learn about their own rich history, culture, and traditions, but also to share them with neighboring communities, as well as to do so lovingly.

DATED this 10th day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 09/10/2025

Summary

MINUTES OF

- Special Council meeting held August 1, 2025
 - Work Session held August 6, 2025
-

Attachments

8/1/2025 SCM

8/6/2025 WS

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 1, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Council Member Luis E. Cabrera (via Teams)
Council Member Maria Cecilia Cruz (via Teams)
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales (via Teams)
Council Member Lizeth Servin (via Teams)
Council Member Javier Vargas (via Teams)
Mayor Nieves Riedel

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Melissa Lopez, Deputy City Clerk
Albert Moreno, I.T. Technician
Jose A. Maldonado, Multimedia Production & Operations Specialist
Cesar Neyoy, Bajo El Sol Reporter

2. PLEDGE OF ALLEGIANCE

Vice Mayor Tadeo Azael De La Hoya led the Pledge of Allegiance.

3. EXECUTIVE SESSION

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

3. A. 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 the litigation of Gethsemani v. San Luis and consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. (Kay Marion Macuil, City Attorney; and Outside Counsel Gammage & Burnham)

MOTION: Vice Mayor Tadeo Azael De La Hoya/Mayor Nieves Riedel to go into Executive Session at 6:02 p.m. Motion passed unanimously.
The vote was as follows:

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

4. MOTION TO GO BACK INTO SPECIAL SESSION

MOTION: Vice Mayor Tadeo Azael De La Hoya/Mayor Nieves Riedel to go back into Special Session at 6:17 p.m. Motion passed unanimously.

5. DISCUSSION AND POSSIBLE ACTION ITEM:

5. A. Discussion and possible action on any and all matters regarding Order No. 2025-07, an Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement of Case No. 2:24-cv-00534 Gethsemani Baptist Church versus the City of San Luis in the United States District Court for the District of Arizona. (Kay Marion Macuil, City Attorney)

MOTION: Vice Mayor Tadeo Azael De La Hoya/Mayor Nieves Riedel to continue this item until staff is ready to bring it back to a council meeting. Motion passed unanimously.

The vote was as follows:

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

6. ADJOURNMENT

MOTION: Vice Mayor Tadeo Azael De La Hoya/Mayor Nieves Riedel to adjourn the meeting at 6:19 p.m. Motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	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 Special City Council meeting of the City Council of the City of San Luis, Arizona, held on August 1, 2025. 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
August 6, 2025
5:00 p.m.

1. CALL TO ORDER/ROLL CALL

Vice Mayor Tadeo Azael De La Hoya called the Work Session to order at approximately 5:00 p.m.

PRESENT: Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Vice Mayor Tadeo Azael De La Hoya
Council Member Esteban C. Rosales (arrived at 5:06 p.m. & left at 7:08 p.m.)
Council Member Lizeth Servin (arrived at 5:04 p.m.)
Council Member Javier Vargas

ABSENT: Mayor Nieves Riedel

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Angelica Roldan, Director of Parks & Recreation
Armando Esparza, Director of Economic Development & Government Affairs
Domingo Sosa, Graphics & Media Specialist
Edgar Esparza, Billing & Collections Manager
Israel Lara, I.T. Technician
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Development Services
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Human Resources Generalist
Maria Sabori, Risk Manager
Mario Rodriguez, Finance Operations Manager
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Administrative Services Manager
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torres, Safety Officer
Yigal Duarte, Economic Development Assistant
James Allen Jr., Resident
Maria Robles, Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Part Two - Video conference presentation by Parliamentarian Timothy Wynn of Perfect Rules, Inc. on Robert's Rules of Order for City Council Meetings as modified by the Arizona Open Meeting Law and the San Luis City Code. ITEM CONTINUED FROM THE WORK SESSION HELD ON JUNE 4, 2025. (Parliamentarian Timothy Wynn of Perfect Rules, Inc.)

Mr. Timothy Wynn, Parliamentarian for Perfect Rules, Inc., continued his PowerPoint presentation regarding Robert's Rules of Order. The presentation is included in the complete agenda packet filed in the City Clerk's Office. This presentation included the following topics: Point of Order, Appeal, Recess, Ending Debate, Previous Question (Calling the Question), Voting, Majority vs. "Half Plus One", and Secondary Motions.

Members of the City Council raised questions. Mr. Wynn addressed those questions.

2. B. Presentation by the Pierce Coleman Law Firm on Elected Officials' Duties. (Justin S. Pierce, Esq.)

Mr. Justin Pierce, Esq. from Pierce Coleman, made a PowerPoint Presentation regarding the San Luis Code of Conduct and Related Council "Need-to-Know" Items. A copy of the presentation is included with the complete agenda packet filed in the City Clerk's Office. This presentation consists of the following topics: San Luis Code of Conduct, Sections of the Code of Conduct, Conduct with One Another, Council Conduct with City Staff, Council Conduct with the Public, Council Conduct with Other Public Agencies, Council Conduct with Boards and Commissions, Council Conduct with the Media, Overall Takeaways on Code of Conduct, Why Do We Have the OML?, Why Should I Care About the OML?, When Does the OML Apply?, What is a "Meeting"?, How Can a Meeting Happen?, Conflicts of Interest, A.R.S. § 38-503 (A) (B), Conflicts of Interest Do I have a Conflict of Interest?, Who Is a "Relative"?, Conflicts of Interest "Relatives Chart", What is a "Substantial Interest"?, What is a Remote Interest?, Rule of 10, Example, Small Tweak, Steps to Prevent Self Dealing, What To Do If You Think a Conflict of Interest, If You Have a Conflict, and Penalties.

Members of the City Council raised questions. Mr. Pierce addressed those questions.

3. ADJOURNMENT

Vice Mayor Tadeo Azael De La Hoya adjourned the meeting at 7:18 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 August 6, 2025. 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

Regular City Council Meeting

6. B.

Meeting Date: 09/10/2025

Summary

DISBURSEMENTS

From August 21, 2025 to September 3, 2025

Total \$2,372,343.35

(Two Million, Three Hundred Seventy-Two Thousand, Three Hundred Forty-Three Dollars and Thirty-Five Cents)

Attachments

Disbursements



City of San Luis

Finance Department

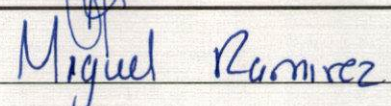
COUNCIL MEETING SEPTEMBER 10, 2025
Disbursement Report from 08/21/2025 TO 09/03/2025

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	08/22/2025	\$ 363,192.04	Schedule A
Accounts Payable Check Account	08/29/2025	\$ 1,368,950.88	Schedule B
Payroll Check Account	08/29/2025	\$ 640,200.43	Schedule C

Total Disbursements: \$ 2,372,343.35

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: 

Verified by Finance:  Miguel Ramirez

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2025 SEP -4 P 3:10

CITY OF SAN LUIS
CITY CLERK'S OFFICE

Payment Register

From Payment Date: 8/18/2025 - To Payment Date: 8/22/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
112999	08/20/2025	Open			Accounts Payable	GUTIERREZ, ISAAC	\$140.00		
113000	08/20/2025	Open			Accounts Payable	KARL LLC	\$856.00		
113001	08/21/2025	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	\$204.36		
113002	08/21/2025	Open			Accounts Payable	BORQUEZ, JESUS	\$111.00		
113003	08/21/2025	Open			Accounts Payable	CAMPA, OMAR	\$111.00		
113004	08/21/2025	Open			Accounts Payable	CARDENAS, ERNESTO	\$140.00		
113005	08/21/2025	Open			Accounts Payable	ESCALANTE, ALVARO	\$111.00		
113006	08/21/2025	Open			Accounts Payable	GARCIA, JOSE, LUIS	\$111.00		
113007	08/21/2025	Open			Accounts Payable	GARCIA, ANGEL	\$111.00		
113008	08/21/2025	Open			Accounts Payable	GOMEZ, ALVARO	\$111.00		
113009	08/21/2025	Open			Accounts Payable	GUTIERREZ, LUIGIE , F	\$194.93		
113010	08/21/2025	Open			Accounts Payable	MAZON, CARLOS	\$82.43		
113011	08/21/2025	Open			Accounts Payable	MONTOYA, CLAUDIA	\$111.00		
113012	08/21/2025	Open			Accounts Payable	MONTOYA, CLAUDIA	\$31.40		
113013	08/21/2025	Open			Accounts Payable	PEREZ, MARTIN	\$111.00		
113014	08/21/2025	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$714.54		
113015	08/21/2025	Open			Accounts Payable	RAMIREZ, FRANCISCA	\$111.00		
113016	08/21/2025	Open			Accounts Payable	REYNOSO, NIGEL	\$32.00		
113017	08/21/2025	Open			Accounts Payable	ROLDAN, MARIA, ANGELICA	\$111.00		
113018	08/21/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,762.44		
113019	08/21/2025	Open			Accounts Payable	STERNCO ENGINEERS INC	\$14,150.00		
113020	08/21/2025	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$13,821.91		
113021	08/22/2025	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	\$713.62		
113022	08/22/2025	Open			Accounts Payable	AAED	\$323.00		
113023	08/22/2025	Open			Accounts Payable	AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT CHAP	\$120.00		
113024	08/22/2025	Open			Accounts Payable	AMERICAN PLANNING ASSOCIATION	\$335.00		
113025	08/22/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$330.00		
113026	08/22/2025	Open			Accounts Payable	AYALA, KATHY	\$167.51		
113027	08/22/2025	Open			Accounts Payable	BELTRAN, MODESTO	\$100.00		
113028	08/22/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,972.52		
113029	08/22/2025	Open			Accounts Payable	BPS SUPPLY GROUP	\$5,808.25		
113030	08/22/2025	Open			Accounts Payable	CARRASCO-GUERRERO, CATARINO	\$1,950.00		
113031	08/22/2025	Open			Accounts Payable	CENTURYLINK	\$69.47		
113032	08/22/2025	Open			Accounts Payable	CORE & MAIN LP	\$1,122.19		
113033	08/22/2025	Open			Accounts Payable	FELIX VALDEZ, GRISELDA, N	\$50.00		
113034	08/22/2025	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	\$357.50		
113035	08/22/2025	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$77.27		
113036	08/22/2025	Open			Accounts Payable	HAJOCA CORPORATION	\$97.06		
113037	08/22/2025	Open			Accounts Payable	HARVEST PREPARATORY ACADEMY	\$1,500.00		
113038	08/22/2025	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$600.00		

Payment Register

From Payment Date: 8/18/2025 - To Payment Date: 8/22/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113039	08/22/2025	Open			Accounts Payable	IBARRA, FERNANDA	\$137.81		
113040	08/22/2025	Open			Accounts Payable	LIMON CAZARES, EMMA	\$25.00		
113041	08/22/2025	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$8,697.18		
113042	08/22/2025	Open			Accounts Payable	MONEY HANDLING MACHINES INC	\$745.00		
113043	08/22/2025	Open			Accounts Payable	ORTEGA, KEYLA	\$50.00		
113044	08/22/2025	Open			Accounts Payable	PENA DE SUAREZ, MARIA	\$150.00		
113045	08/22/2025	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$1,475.50		
113046	08/22/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$540.00		
113047	08/22/2025	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$2,381.18		
113048	08/22/2025	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	\$92.52		
113049	08/22/2025	Open			Accounts Payable	RFI CONSULTANTS LLC	\$3,000.00		
113050	08/22/2025	Open			Accounts Payable	RIVERSIDE ENVIRONMENTAL SERVICES, INC.	\$32,500.00		
113051	08/22/2025	Open			Accounts Payable	ROBERT BROOKE & ASSOCIATES	\$80.36		
113052	08/22/2025	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	\$5,202.29		
113053	08/22/2025	Open			Accounts Payable	TOTER LLC	\$589.43		
113054	08/22/2025	Open			Accounts Payable	TRIPLE BBB GAS STATION	\$50.00		
113055	08/22/2025	Open			Accounts Payable	WAL-MART	\$168.03		
113056	08/22/2025	Open			Accounts Payable	YUMA COUNTY CHAMBER	\$100.00		
113057	08/22/2025	Open			Accounts Payable	YUMA MUNICIPAL COURT	\$147.36		
113058	08/22/2025	Open			Accounts Payable	YUMA VALLEY CONTRACTORS	\$32,560.00		
113059	08/22/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$94.97		
113060	08/22/2025	Open			Accounts Payable	AIRGAS, INC.	\$362.15		
Type Check Totals:							\$138,082.18		
Type Check Totals:									
<u>EFT</u>									
8150	08/21/2025	Open			Accounts Payable	FRUTH GROUP INC	\$120.55		
8151	08/21/2025	Open			Accounts Payable	POLAR ICE LLC	\$188.21		
8152	08/21/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$829.23		
8153	08/21/2025	Open			Accounts Payable	SEBIS DIRECT INC.	\$2,927.67		
8154	08/22/2025	Open			Accounts Payable	ALSCO, INC	\$6,597.04		
8155	08/22/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$5,638.82		
8156	08/22/2025	Open			Accounts Payable	AUTOZONE STORES, INC	\$11,877.57		
8157	08/22/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,195.02		
8158	08/22/2025	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$13,066.76		
8159	08/22/2025	Open			Accounts Payable	4 IMPRINT	\$537.40		
8160	08/22/2025	Open			Accounts Payable	ADEMCO INC,	\$824.28		
8161	08/22/2025	Open			Accounts Payable	AMETZA ARIZONA LLC	\$300.00		
8162	08/22/2025	Open			Accounts Payable	CDWG	\$577.53		
8163	08/22/2025	Open			Accounts Payable	CITY OF YUMA	\$16,004.37		
8164	08/22/2025	Open			Accounts Payable	CROWN AWARDS	\$460.01		
8165	08/22/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$62.50		
8166	08/22/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.75		
8167	08/22/2025	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,170.01		
8168	08/22/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$99.62		
8169	08/22/2025	Open			Accounts Payable	DIGITAL ROOM LLC	\$679.22		
8170	08/22/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$7,805.99		
8171	08/22/2025	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$177.08		

Payment Register

From Payment Date: 8/18/2025 - To Payment Date: 8/22/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
8172	08/22/2025	Open			Accounts Payable	HANSBERGER REGRIGATION & ELECTRIC CO	\$1,182.00			
8173	08/22/2025	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$22,275.00			
8174	08/22/2025	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$11,197.10			
8175	08/22/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,851.31			
8176	08/22/2025	Open			Accounts Payable	KTL&C, LLC.	\$519.08			
8177	08/22/2025	Open			Accounts Payable	LOOMIS	\$1,921.76			
8178	08/22/2025	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC	\$41,805.36			
8179	08/22/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$798.58			
8180	08/22/2025	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$998.59			
8181	08/22/2025	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$44,236.80			
8182	08/22/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$446.66			
8183	08/22/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$1,910.00			
8184	08/22/2025	Open			Accounts Payable	SEBIS DIRECT INC.	\$3,157.35			
8185	08/22/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$3,280.85			
8186	08/22/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$26.00			
8187	08/22/2025	Open			Accounts Payable	SPECTRUM BUSINESS	\$7,519.19			
8188	08/22/2025	Open			Accounts Payable	STRONG, CAMERON, T	\$2,080.00			
8189	08/22/2025	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$2,282.48			
8190	08/22/2025	Open			Accounts Payable	ULINE, INC.	\$159.91			
8191	08/22/2025	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	\$3,328.76			
8192	08/22/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,685.67			
8193	08/22/2025	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79			
8194	08/22/2025	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$102.99			
Type EFT Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							45 Transactions	\$225,109.86		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$138,082.18	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 8/18/2025 - To Payment Date: 8/22/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		0	\$0.00	
					Total		62	\$138,082.18	\$0.00
EFTs									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		45	\$225,109.86	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		45	\$225,109.86	\$0.00
All									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		107	\$363,192.04	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		107	\$363,192.04	\$0.00
Grand Totals:									
Checks									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		62	\$138,082.18	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		62	\$138,082.18	\$0.00
EFTs									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		45	\$225,109.86	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		45	\$225,109.86	\$0.00
All									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		107	\$363,192.04	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		107	\$363,192.04	\$0.00

Guadalupe Canez

Digitally signed by Guadalupe Canez
 DN: cn = Guadalupe Canez email = gcanez@sanluis.gov C = AD
 Date: 2025.08.22 10:56:20 -0700

Payment Register

From Payment Date: 8/25/2025 - To Payment Date: 8/29/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
113061	08/26/2025	Open			Accounts Payable	ALONSO, FRANCIA	\$235.00		
113062	08/26/2025	Open			Accounts Payable	CITY-COUNTY COMMUNICATIONS & MARKETING ASSOCIATION	\$1,160.00		
113063	08/26/2025	Open			Accounts Payable	FIGUEROA, DANAE	\$143.00		
113064	08/26/2025	Open			Accounts Payable	GUZMAN, JOSE, A	\$160.00		
113065	08/26/2025	Open			Accounts Payable	HEMMER, ADRIAN	\$118.00		
113066	08/26/2025	Open			Accounts Payable	LEAL RUBIO, JUAN	\$160.00		
113067	08/26/2025	Open			Accounts Payable	LOPEZ, LUIS	\$118.00		
113068	08/26/2025	Open			Accounts Payable	PACHECO, ROMAN	\$160.00		
113069	08/26/2025	Open			Accounts Payable	TEJEDA, JUAN	\$160.00		
113070	08/28/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,776.55		
113071	08/29/2025	Open			Accounts Payable	ACOSTA, ARNALDO	\$175.36		
113072	08/29/2025	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$165.00		
113073	08/29/2025	Open			Accounts Payable	APCO INTERNATIONAL INC.	\$140.00		
113074	08/29/2025	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$2,161.12		
113075	08/29/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$43.66		
113076	08/29/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$3,091.40		
113077	08/29/2025	Open			Accounts Payable	BRAIN FREEZE ICE CREAM & TREATS, LLC	\$560.00		
113078	08/29/2025	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	\$1,276.70		
113079	08/29/2025	Open			Accounts Payable	CASEGUARD, INC	\$9,090.00		
113080	08/29/2025	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	\$54.00		
113081	08/29/2025	Open			Accounts Payable	CENTURYLINK	\$305.59		
113082	08/29/2025	Open			Accounts Payable	CENTURYLINK	\$641.78		
113083	08/29/2025	Open			Accounts Payable	CORE & MAIN LP	\$406.99		
113084	08/29/2025	Open			Accounts Payable	CRUZ, JOEL	\$200.00		
113085	08/29/2025	Open			Accounts Payable	DUENAS, RAMON, R	\$200.00		
113086	08/29/2025	Open			Accounts Payable	EMAZON, JESUS	\$120.00		
113087	08/29/2025	Open			Accounts Payable	ERFERT, RICK	\$679.24		
113088	08/29/2025	Open			Accounts Payable	FACTOR SALES, INC.	\$1,293.12		
113089	08/29/2025	Open			Accounts Payable	FELIX, FABIAN	\$392.56		
113090	08/29/2025	Open			Accounts Payable	GARCIA, PABLO	\$252.00		
113091	08/29/2025	Open			Accounts Payable	HD SUPPLY, INC.	\$2,462.98		
113092	08/29/2025	Open			Accounts Payable	IMSA GARAGE DOORS LLC	\$1,260.00		
113093	08/29/2025	Open			Accounts Payable	KAMEI, SANDY	\$16.22		
113094	08/29/2025	Open			Accounts Payable	LOCAL FIRST ARIZONA FOUNDATION	\$30,000.00		
113095	08/29/2025	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$889.30		
113096	08/29/2025	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$120.00		
113097	08/29/2025	Open			Accounts Payable	NU VENTURE DIVING CO.	\$4,596.00		
113098	08/29/2025	Open			Accounts Payable	PC SOLUTIONS & INTEGRATION, INC.	\$211,340.92		
113099	08/29/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$6,180.19		
113100	08/29/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$390.00		
113101	08/29/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$160.00		
113102	08/29/2025	Open			Accounts Payable	SALAZAR, JOSE	\$200.00		

Payment Register

From Payment Date: 8/25/2025 - To Payment Date: 8/29/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113103	08/29/2025	Open			Accounts Payable	SANDOVAL GARCIA, DANYAEL	\$72.00		
113104	08/29/2025	Open			Accounts Payable	SHERWIN WILLIAM	\$1,994.78		
113105	08/29/2025	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$7,862.77		
113106	08/29/2025	Open			Accounts Payable	UNITED TACTICAL SYSTEMS, LLC	\$7,426.60		
113107	08/29/2025	Open			Accounts Payable	URIAS MENA, PEDRO, A	\$200.00		
113108	08/29/2025	Open			Accounts Payable	VILLA, CARLOS ALBERTO	\$240.00		
113109	08/29/2025	Open			Accounts Payable	VIZCARRA ACOSTA, ERNESTO, ALONSO	\$195.00		
113110	08/29/2025	Open			Accounts Payable	VIZCARRA ACUNA, ERNESTO, ADOLFO	\$252.00		
113111	08/29/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$229.63		
113112	08/29/2025	Open			Accounts Payable	ZARAGOZA, JOSE	\$148.32		
113113	08/29/2025	Open			Accounts Payable	FLEET WASH SUPPLY, LLC	\$390.00		
113114	08/29/2025	Open			Accounts Payable	RM GRAPHICS LLC	\$129.01		
Type Check Totals:									
EFT									
8196	08/26/2025	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$295,570.79		
8197	08/27/2025	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$296,239.26		
8198	08/28/2025	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$288,894.96		
8199	08/29/2025	Open			Accounts Payable	AIRGAS, INC.	\$42.26		
8200	08/29/2025	Open			Accounts Payable	AMETZA ARIZONA LLC	\$2,283.39		
8201	08/29/2025	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$14,778.40		
8202	08/29/2025	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$117.37		
8203	08/29/2025	Open			Accounts Payable	AUTOZONE STORES, INC	\$1,369.97		
8204	08/29/2025	Open			Accounts Payable	BILL ALEXANDER FORD	\$2,894.90		
8205	08/29/2025	Open			Accounts Payable	BLT ASPHALT LLC	\$551.51		
8206	08/29/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,890.63		
8207	08/29/2025	Open			Accounts Payable	BTE BODY COMPANY INC	\$608.28		
8208	08/29/2025	Open			Accounts Payable	CDWG	\$459.49		
8209	08/29/2025	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$2,511.71		
8210	08/29/2025	Open			Accounts Payable	CITY OF YUMA	\$59,868.20		
8211	08/29/2025	Open			Accounts Payable	CODE 3 TECHNOLOGY LLC	\$1,479.08		
8212	08/29/2025	Open			Accounts Payable	DELL MARKETING L.P.	\$43,841.20		
8213	08/29/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$113.25		
8214	08/29/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$345.37		
8215	08/29/2025	Open			Accounts Payable	ENGRAVING & AWARDS OF N.E. INC	\$1,895.30		
8216	08/29/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,866.00		
8217	08/29/2025	Open			Accounts Payable	GARCIA, JESUS	\$375.00		
8218	08/29/2025	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$11,214.33		
8219	08/29/2025	Open			Accounts Payable	HIREQUEST LLC	\$958.00		
8220	08/29/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,123.76		
8221	08/29/2025	Open			Accounts Payable	L.N. CURTIS & SONS	\$527.33		
8222	08/29/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$350.00		
8223	08/29/2025	Open			Accounts Payable	MARTINEZ CANTU, VICTOR , REMIGIO	\$5,372.45		
8224	08/29/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,147.29		

Payment Register

From Payment Date: 8/25/2025 - To Payment Date: 8/29/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8225	08/29/2025	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	\$3,707.86		
8226	08/29/2025	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
8227	08/29/2025	Open			Accounts Payable	PURCHASE POWER	\$1,083.11		
8228	08/29/2025	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$2,597.11		
8229	08/29/2025	Open			Accounts Payable	RUSH TRUCK CENTER	\$1,707.53		
8230	08/29/2025	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$950.00		
8231	08/29/2025	Open			Accounts Payable	SEBIS DIRECT INC.	\$1,097.37		
8232	08/29/2025	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$883.04		
8233	08/29/2025	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$3,133.55		
8234	08/29/2025	Open			Accounts Payable	UNITED LABORATORIES INC.	\$3,945.60		
8235	08/29/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$2,864.69		
8236	08/29/2025	Open			Accounts Payable	YUMA WINNELSON CO.	\$2,780.67		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							41 Transactions	\$1,065,756.09	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	\$303,194.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	54	\$303,194.79	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	\$1,065,756.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	41	\$1,065,756.09	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$1,368,950.88	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 8/25/2025 - To Payment Date: 8/29/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		\$0.00	\$0.00	
					Stopped		\$0.00	\$0.00	
					Total	95	\$1,368,950.88	\$0.00	
Grand Totals:									
					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	54	\$303,194.79	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	54	\$303,194.79	\$0.00	
					EFTs				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	41	\$1,065,756.09	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	41	\$1,065,756.09	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	95	\$1,368,950.88	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	95	\$1,368,950.88	\$0.00	

Karla Y
Plascencia

Digitally signed by: Karla Y Plascencia
 DN: CN = Karla Y Plascencia email =
 kplascencia@sanluisaz.gov C = AD
 Date: 2025.09.04 14:47:25 -07'00'



Pay Day Register

Pay Date Range 08/09/25 - 08/22/25
Pay Batch 202518

Pay Batch 202518 Total

Employees in Pay Batch 362

Female Employees in Pay Batch 101

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	26,784.0000	704,228.64	Gross	882,275.38	ASRS ALTERNATE	844.04
1000 - ADMIN LEAVE	56.0000	2,163.84	Imputed Income		AZ STATE RETIREMENT	57,658.01
1001 - LEAVE WITHOUT PAY	82.3000	.00	FEDERAL TAX WITHHOLDING	58,701.82	LONG TERM DISABILITY	680.64
1007 - ON CALL WORKED HOURS	21.7500	509.73	SOCIAL SECURITY TAX	54,701.24	PSPRS - ALTERNATE	194.18
1009 - PART TIME	659.7500	10,576.01	MEDICARE	12,792.95	PSPRS FIRE DB NORM - TIER 1	12,357.59
1010 - PART TIME FIREFIGHTERS	170.0000	3,585.81	STATE WITHHOLDING	16,681.22	PSPRS FIRE DB NORM - TIER 2	962.22
1012 - LEAVE WITH PAY	10.0000	266.00	AZ STATE RETIREMENT	57,658.01	PSPRS FIRE DB NORM - TIER 3	6,830.69
105 - MILITARY LEAVE	80.0000	2,236.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	2,263.09
201 - OVERTIME	1,576.0000	61,262.32	DEFERRED COMP - ROTH	1,120.00	PSPRS FIRE DB UNFUND - TIER	176.21
202 - OP STONE GARDEN- O.T.	751.0000	38,898.42	DEFERRED COMP - ROTH	313.60	PSPRS FIRE DB UNFUND - TIER	1,957.24
2023 - FMLA - SICK LEAVE	112.0800	3,937.90	DEFERRED COMPENSATION	2,730.00	PSPRS POLICE DB NORM - TIER	7,176.73
2024 - FMLA - VACATION LEAVE	59.2900	1,218.44	DEFERRED COMPENSATION	1,636.93	PSPRS POLICE DB NORM - TIER	1,552.64
2036 - MARSHALS OT	21.5000	933.64	GARNISHMENT - CHILD	2,542.09	PSPRS POLICE DB NORM - TIER	6,040.90
2038 - FMLA - LEAVE WITHOUT	136.6300	.00	LONG TERM DISABILITY	680.64	PSPRS POLICE DB UNFUND -	3,636.81
210 - SRO	196.0000	5,656.77	MISCELLANEOUS	245.00	PSPRS POLICE DB UNFUND -	786.80
300 - VACATION EARNED	1,358.9900	.00	PS DEFERRED COMP - ROTH	805.00	PSPRS POLICE DB UNFUND -	3,607.85
301 - VACATION USED	946.7000	24,679.46	PS DEFERRED COMP - ROTH	628.86	Total	\$106,725.64
400 - SICK EARNED	1,348.7350	.00	PS DEFERRED COMP TIAA -	407.54		
405 - SCHEDULED SICK LEAVE	240.2500	5,254.17	PS DEFERRED COMPENSATION	2,205.00	Employer Taxes	Gross Base
406 - UNSCHEDULED SICK LEAVE	492.0000	11,477.47	PSPRS FIRE DB RATE - TIER 1a	6,059.03	MEDICARE	12,792.95
502 - ON CALL PAY I.T.	.0000	50.00	PSPRS FIRE DB RATE - TIER 1b	1,534.19	SOCIAL SECURITY TAX	54,701.24
503 - STAND-BY PAY	667.7000	1,335.40	PSPRS FIRE DB RATE - TIER 2	591.25	SUTA/UNEMPLOYMENT	5,080.37
900 - COMPENSATION EARNED	9.2500	.00	PSPRS FIRE DB RATE - TIER 3	6,830.69	Total	\$72,574.56
921 - STEP OVERTIME	39.0000	1,715.36	PSPRS POLICE DB RATE - TIER	3,975.84	Workers' Comp	Gross Base
958 - FD - EMT RETENTION	.0000	(250.00)	PSPRS POLICE DB RATE - TIER	1,725.29	Ambulance EMT Search &	4,349.05
965 - PD - STAND-BY PAY	.0000	2,180.00	PSPRS POLICE DB RATE - TIER 2	1,233.40	ANIMAL CONTROL OFFICERS	84.89
967 - FD - SPECIAL ASSIGNEMNT	180.0000	360.00	PSPRS POLICE DB RATE - TIER 3	6,040.90	ATTORNEY- ALL & CLERICAL-	74.85
Total	35,998.9250	\$882,275.38	Net	\$640,200.43	AUTO SERVICE/ REPAIR	283.44
					BUILDING- NOC OPER BY	983.38
					BUS COMPANY AND DRIVERS	83.99
					CLERICAL OFFICE/ LIBRARY/	455.05
					Electrician	73.78
					FIREFIGHTERS & DRIVERS	5,281.07
					GARBAGE/ ASH/ REFUSE	688.02
					Homemaker Service	44.15
					Motion Picture Production	18.60
					MUNICIPAL/ TOWN/	966.23
					PARKS- NOC ALL EMPLOYEES	913.48
						29,466.38



Pay Day Register

Pay Date Range 08/09/25 - 08/22/25
Pay Batch 202518

POLICE OFFICERS	8,729.39	183,776.82
RECREATION- ALL EMPLOYEES/	282.07	20,587.78
SEWAGE DISPOSAL/ PLANT	1,341.97	39,009.91
Street or Road Construction	3,347.38	37,909.24
WATERWORKS OPERATIONS	1,012.53	29,179.41
Total	<u>\$29,013.32</u>	

Direct Deposits	Amount
1st Bank Yuma	44,275.60
ACADEMY BANK	3,109.81
Ally Bank	1,614.22
America First	1,703.99
AVENIR FINANCIAL	53,528.29
Bank of America	7,808.75
Bankcorp	200.00
BANKCORP BANK	1,860.54
CAPITAL ONE	2,152.80
Charles Sch	250.00
Chase Bank	288,461.09
CHASE BANK CA	3,141.64
CHASE BANK MORGAN	2,166.66
CHASE BANK TX	1,500.00
chase centro	2,162.26
discover	400.00
FF CREDIT UNION	3,269.27
FIDELITY	427.83
FIREFIGHTER FIRST CREDIT UNION	23,601.55
HUGHES FCU	2,083.12
MECHANICS BANK	311.70
National Bank	1,367.33
Navy Federal	38,948.81
NBKC Bank - Acorns	1,252.78
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	880.47
PATHWARD	1,725.39
SOFI BANK	3,222.81
Sunbank	2,872.97
THE FOOTHILLS BANK	818.17
USAA FEDERAL SAVING	1,802.20
VANTAGE WEST	2,318.25
WASHINGTON FEDERAL	1,459.25
Wells Fargo	117,351.67
WELLS FARGO ARKANSAS	1,943.57

Mario A.
Rodriguez

Digitally signed by: Mario A.
Rodriguez
DN: CN = Mario A. Rodriguez
email =
mrodriguezg@sanluisaz.gov C
= US O = City of San Luis OU
= Finance Department
Date: 2025.08.28 16:47:59 -
07'00'



Pay Day Register

Pay Date Range 08/09/25 - 08/22/25

Pay Batch 202518

WELLS FARGO CA	4,435.23
WELLS FARGO CALE	880.99
WELLS FARGO YUMA	<u>3,037.33</u>
Total	\$628,466.34
Check	\$11,734.09



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 09/10/2025

Department Head: Adela Cortez, Director Human Resources, Human Resources Department

Submitted By: Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding continuing temporary staffing services through HireQuest Inc. **(Maria Barajas, Acting HR Manager)**

SUMMARY:

The City of San Luis entered into a contract with HireQuest Inc. on August 11, 2022, to assist various departments in filling vacancies temporarily while departments go through the regular recruitment and onboarding process. Since then, HireQuest has continued to provide valuable staffing services to ensure continuity of services during a transitional period. Their support has been critical in addressing workforce shortages, meeting departmental needs, and assisting with special projects, such as the Public Works Annual Cleaning Campaign.

During FY 2024-2025, approximately \$95,051.00 was spent on temporary staffing services for Public Works and City Prosecutor. Based on last year's expenditure and current projections, it is anticipated that spending may exceed the allowable procurement threshold this year. Therefore, we are seeking City Council approval to continue utilizing HireQuest Inc. for these services.

Additionally, we are requesting ratification of Purchase Order #: 2026-00000603 issued to HireQuest for Public Works this year. Lastly, we request a waiver of the procurement requirements outlined in City Code Section 3.05.010(F) based on the justification provided above.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE USE OF HIREQUEST TEMPORARY SERVICES, RATIFY PURCHASE ORDER #: 2026-00000603, AND WAIVE FORMAL PROCUREMENT PROCEDURES AS ALLOWED UNDER CITY CODE § 3.05.010(F) FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	YES
TOTAL:	See fiscal Impact statement
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):

The budget is allocated throughout various departments in GL 80000-Contractual Services, and in other instances, there is budget capacity for temporary labor due to organizational vacancies. Approval of the agreement is subject to budget availability on a case-by-case basis.

For the items that we are seeking ratification, we confirm budget capacity due to a vacancy in the Fleet division.

- 2026-00000603— Mechanic temporary assistance

Attachments

FY 2024-2025 HireQuest Expense Report

HireQuest Agreement



Accounts Payable by G/L Distribution Report

G/L Date Range 07/01/24 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 118 - City Prosecutor										
Account 80000 - Contractual Services										
11809 - HIREQUEST LLC	2397376	TEMP-PARALEGAL SERVICES FOR PROSECUTOR'S OFFICE			07/14/2024	08/23/2024	08/23/2024		08/23/2024	1,321.20
11809 - HIREQUEST LLC	2393096	TEMP-PARALEGAL SERVICES FOR PROSECUTOR'S OFFICE			07/07/2024	08/23/2024	08/23/2024		08/23/2024	1,007.42
							Account 80000 - Contractual Services Totals	Invoice Transactions 2		<u>\$2,328.62</u>
							Department 118 - City Prosecutor Totals	Invoice Transactions 2		<u>\$2,328.62</u>
							Fund 100 - General Fund Totals	Invoice Transactions 2		<u>\$2,328.62</u>
Fund 200 - Highway User Fund										
Department 210 - Street Repairs & Maintenance										
Account 80000 - Contractual Services										
11809 - HIREQUEST LLC	2554562	GENERAL LABOR FEES F/ (4) TEMP LABOR SUPPORT/RIGHT OF WAY MAINT.			04/06/2025	04/24/2025	04/24/2025		04/25/2025	2,251.32
11809 - HIREQUEST LLC	2562915	GENERAL LABOR FEES F/ (4) TEMP LABOR SUPPORT/RIGHT OF WAY MAINT.			05/01/2025	05/01/2025	05/01/2025		05/01/2025	2,874.00
11809 - HIREQUEST LLC	2558280	GENERAL LABOR FEES F/ (4) TEMP LABOR SUPPORT/RIGHT OF WAY MAINT.			04/13/2025	05/01/2025	05/01/2025		05/01/2025	3,101.53
11809 - HIREQUEST LLC	2566384	GENERAL LABOR FEES F/ (4) TEMP LABOR SUPPORT/RIGHT OF WAY MAINT.			04/27/2025	05/08/2025	05/08/2025		05/08/2025	3,245.23
11809 - HIREQUEST LLC	2570321	GENERAL LABOR FEES F/ (4) TEMP LABOR SUPPORT/RIGHT OF WAY MAINT.			05/04/2025	05/15/2025	05/15/2025		05/16/2025	3,640.40
11809 - HIREQUEST LLC	2574334	GENERAL LABOR FEES F/ (4) TEMP LABOR SUPPORT/RIGHT OF WAY MAINT.			05/11/2025	05/29/2025	05/29/2025		05/30/2025	3,706.29



Accounts Payable by G/L Distribution Report

G/L Date Range 07/01/24 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Highway User Fund										
Department 210 - Street Repairs & Maintenance										
Account 80000 - Contractual Services										
11809 - HIREQUEST LLC	2578386	GENERAL LABOR FEES F/ (4) TEMP LABOR SUPPORT/RIGHT OF WAY MAINT.	Paid by EFT # 7705		05/18/2025	06/05/2025	06/05/2025		06/06/2025	2,874.00
							Account 80000 - Contractual Services Totals		Invoice Transactions 7	<u>\$21,692.77</u>
							Department 210 - Street Repairs & Maintenance Totals		Invoice Transactions 7	<u>\$21,692.77</u>
							Fund 200 - Highway User Fund Totals		Invoice Transactions 7	<u>\$21,692.77</u>
Fund 320 - Solid Waste										
Department 321 - Operations										
Account 80000 - Contractual Services										
11809 - HIREQUEST LLC	2456423	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			10/13/2024	11/08/2024	11/08/2024		11/08/2024	5,748.00
11809 - HIREQUEST LLC	2451694	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			10/06/2024	11/08/2024	11/08/2024		11/08/2024	5,748.00
11809 - HIREQUEST LLC	2460647	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			10/20/2024	11/08/2024	11/08/2024		11/08/2024	4,550.50
11809 - HIREQUEST LLC	2465251	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			10/27/2024	11/08/2024	11/08/2024		11/08/2024	5,765.97
11809 - HIREQUEST LLC	2447257	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			09/29/2024	11/08/2024	11/08/2024		11/08/2024	5,604.30
11809 - HIREQUEST LLC	2470593	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			11/03/2024	11/08/2024	11/08/2024		11/08/2024	4,981.60
11809 - HIREQUEST LLC	2473990	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			11/10/2024	11/15/2024	11/15/2024		11/15/2024	5,532.45
11809 - HIREQUEST LLC	2478120	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			11/17/2024	11/27/2024	11/27/2024		11/27/2024	4,550.50
11809 - HIREQUEST LLC	2490344	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			12/08/2024	12/19/2024	12/19/2024		12/20/2024	4,023.60



Accounts Payable by G/L Distribution Report

G/L Date Range 07/01/24 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 320 - Solid Waste										
Department 321 - Operations										
Account 80000 - Contractual Services										
11809 - HIREQUEST LLC	2486697	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			12/01/2024	12/19/2024	12/19/2024		12/20/2024	3,448.80
11809 - HIREQUEST LLC	2482737	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			11/24/2024	12/26/2024	12/26/2024		12/27/2024	5,364.80
11809 - HIREQUEST LLC	2494475	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			12/15/2024	12/26/2024	12/26/2024		12/27/2024	2,874.00
11809 - HIREQUEST LLC	2498445	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			12/22/2024	12/26/2024	12/26/2024		12/27/2024	2,874.00
11809 - HIREQUEST LLC	2508134	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			01/12/2025	01/16/2025	01/16/2025		01/16/2025	2,682.40
11809 - HIREQUEST LLC	2504742	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			01/05/2025	01/16/2025	01/16/2025		01/16/2025	2,299.20
11809 - HIREQUEST LLC	2501829	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			12/29/2024	01/16/2025	01/16/2025		01/16/2025	2,299.20
11809 - HIREQUEST LLC	2512260	GENERAL LABOR FEES F/ (6) SEASONAL EEs F/ COMM. CLEAN-UP			01/19/2025	01/23/2025	01/23/2025		01/23/2025	2,682.40
							Account 80000 - Contractual Services Totals		Invoice Transactions 17	<u>\$71,029.72</u>
							Department 321 - Operations Totals		Invoice Transactions 17	<u>\$71,029.72</u>
							Fund 320 - Solid Waste Totals		Invoice Transactions 17	<u>\$71,029.72</u>
							Grand Totals		Invoice Transactions 26	<u>\$95,051.11</u>



STAFFING AGREEMENT FOR TEMPORARY LABOR SERVICES

Branch: Yuma Salesperson: Glara Pina Date: 2/19/2022

Client Name: City of San Luis

CLIENT CREDIT INFORMATION

CLIENT INFORMATION

City of San Luis
Corporate Name
Trade Name (Doing Business As) Invoice To: []
1090 E. Union St.
Primary Address
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579
Contact Name Phone Number

BILLING INFORMATION

P.O. Box 1170
Primary Address Line 1
1090 E. Union St.
Primary Address Line 2
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579 928-722-6773
Contractor Phone Number Fax Number
Are purchase orders required? Yes [X] No []

Government
Legal Status (i.e. Corporation, Partnership, etc.)

1979
Year Incorporated / Started

Name of predecessor / affiliated companies

Owners(s) Names

86-03766641
Tax id # / SS#
NACIS#

Contractor's Professional License # / Bond

David Espitia
Accounts Payable Contact Name

Despitia@sanluisaz.gov
Accounts Payable Email

928-341-8553
Accounts Payable Phone Number

mailed
Invoicing Preference: Mailed/ Electronic

Hrdept@sanluisaz.gov
Email for Invoices

Preferred Payment Method: Check [] CC [] ACH []

Customer Average Net Pay

BANK REFERENCES

1st Bank Yuma
Bank Name
San Luis
City

Maria Gonzalez
Contact
AZ 85349
State Zip

0520000005
Account Number
Date Opened
Line of Credit: Yes [] No [X]

TRADE REFERENCES

Botach Inc
Name
Leslie Peoples
Contact
(213) 595-6496
Phone Number
Date Opened
High Credit

Dana Kepner Company LLC
Name
Chia Vang
Contact
(303) 623-6161
Phone Number
Date Opened
High Credit





HireQuest or HireQuest Direct, as the case may be, ("HIREQUEST") will
 1. Recruit, screen, interview, hire and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision at the CLIENT's locations and will, as the common law employer of Assigned Employees, be responsible for the following:
 2. Pay Assigned Employees' wages, payroll taxes and provide them with the benefits required by law.
 3. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's worksite, provide general safety training to Assigned Employees and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPE) other than hard hats, reflective vests, safety glasses, and gloves as required by OSHA, applicable state and local laws and regulations, as well as any work rules of CLIENT. In addition, HIREQUEST, as the common law employer, has the right to physically inspect the worksite and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT'S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce HIREQUEST'S employment policies relating to Assigned Employee conduct at the worksite

CLIENT will:

1. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
2. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to work off the ground, including, but not limited to ladders, roofs or scaffolding, operate any vehicle or mobile equipment, to operate dangerous or unprotected machinery or equipment, to perform excavation work where proper shoring and protection are not provided or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HIREQUEST'S express prior written approval or as strictly required by the job description provided to HIREQUEST;
3. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
 - 3.1. provide Assigned Employees with appropriate safety and training information and Personal Protective Equipment, including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE.
 - 3.2. provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions, in the same manner as Client employees, add as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - 3.3. provide adequate notice to Assigned Employees and HIREQUEST of any unsafe conditions or potential hazards at the workplace.
 - 3.4. refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required PPE
 - 3.5. respond within a reasonable time to HIREQUEST'S inquiries regarding working conditions at CLIENT'S worksite and make CLIENT'S worksite and records available for inspection by HIREQUEST prior to and during Assigned Employees' assignments;
 - 3.6. notify HIREQUEST immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide HIREQUEST with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
 - 3.7. maintain the required safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at HIREQUEST'S discretion, applicable to Assigned Employees;

CONFIRMATION OF ACCURACY OF INFORMATION, RELEASE OF AUTHORITY TO VERIFY AND ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned contractual obligations to HIREQUEST and Affiliates are controlled by this agreement, the terms and conditions set forth on the standard HIREQUEST time slip and the HIREQUEST Rate Agreement. In the event the undersigned submits a time slip(s) or timesheet(s) in another format, electronic or otherwise, the undersigned agrees to be bound by the terms and conditions set forth on the HIREQUEST time slips of which copies are available upon request and incorporated herein by reference.

The undersigned hereby certifies that the information in this Staffing Agreement is correct. The information included is for the use of HIREQUEST in determining the amounts and conditions upon which services are to be extended. The undersigned understands that HIREQUEST may utilize other sources of information, which it considers necessary in making its determination to extend services. The undersigned authorizes the bank and trade references listed above to release any information necessary to assist HIREQUEST in making its determination, authorizes creditors to release information pertaining to our credit history, and authorizes investigation into CLIENT'S credit via credit bureau reports.

This agreement is reaffirmed as true and correct and the terms and conditions set forth herein are acceptable to the undersigned. This agreement, together with the Rate Agreement and HIREQUEST time slips, represent the whole agreement of the parties and no modification or variation shall be deemed valid unless a subsequent written agreement is signed by both parties. In the event that it becomes necessary to initiate legal proceedings to collect any monies due under this agreement, the undersigned shall be held responsible for all of HIREQUEST'S cost of collection including reasonable legal fees and expenses in collecting the amounts due. The venue for such legal action will be _____ county, _____. Furthermore, the undersigned shall be required to pay interest at a rate of 18% per annum on invoices that are not paid within 30 days from the invoice date.

Louie Guafariz 8/11/22

Printed Name | Date

 Client Authorized Signature

Gloria Lopez 8/11/2022

Printed Name | HireQuest Representative

 HireQuest Representative Signature

Personal Guaranty: (If in business less than 2-years)

In consideration of the substantial direct and indirect benefits derived by Guarantor from the extension of services to CLIENT pursuant to this agreement, the undersigned Guarantor hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment when due of all present and future obligations of CLIENT under this agreement including all costs and fees (including attorneys' fees) incurred by HIREQUEST in the collection of such amounts. Guarantor agrees that HIREQUEST need not attempt to collect any funds from CLIENT to enforce the obligations of this Guaranty.

Guarantor

Printed Name

Date



Supplement to Staffing Agreement for Temporary Labor Services

This supplement to the Staffing Agreement for Temporary Labor Services ("Supplement") is made this 5th day of August 2022 between:

Hire Quest or Hire Quest Direct	The City of San Luis
a Foreign Limited Liability Company organized under the laws of Arizona ("HIREQUEST") and	a municipal corporation organized under the laws of Arizona ("CLIENT").

I. INCORPORATION BY REFERENCE

By this reference, this Supplement incorporates the Staffing Agreement for Temporary Labor Services ("Staffing Agreement") attached as Exhibit A.

II. INDEPENDENT CONTRACTOR RELATIONSHIP

HIREQUEST agrees that in rendering all services under the Staffing Agreement, HIREQUEST and Assigned Employees (as described in the Staffing Agreement) will act and be considered for all purposes as independent contractors to the CLIENT, not as an employee of CLIENT.

III. COMPLIANCE WITH ALL LAWS

HIREQUEST shall comply with all applicable laws, including but not limited to:

3.1 Required e-verify: Under A.R.S. § 41-4401(A), the HIREQUEST warrants its compliance with all federal immigration laws and regulations related to its Assigned Employees, employees, and its compliance with § 23-214, subsection A, Everify. HIREQUEST's breach of this warranty shall be deemed a material breach of the Staffing Agreement subject to penalties up to and including termination of the Staffing Agreement. The CLIENT retains the legal right to inspect the papers of any contractor, subcontractor, or employee who works under this Staffing Agreement to ensure that HIREQUEST or its subcontractor or subcontractors comply with this warranty.

3.2 Notice of Arizona Conflict of Interest Law: This Contract may be canceled if there is a conflict of interest under A.R.S. § 38511.

3.3 Workers' Compensation: HIREQUEST shall provide Workers' Compensation for Assigned Employees in coverage amounts as required by Arizona law.

IV. INSURANCE

In addition to Worker's Compensation coverage, HIREQUEST shall carry, at a minimum, the following levels of insurance and, upon execution of the Staffing Agreement and this Supplement,

will provide a certificate of insurance showing that such coverage is currently in force: Commercial General Liability, \$1 million each occurrence and \$1 million in the aggregate, covering bodily injury, property damage, and personal injury. HIREQUEST shall name CLIENT (the City of San Luis, Arizona) as an additionally insured. HIREQUEST shall submit to the CLIENT a certificate of insurance and endorsement showing the coverage and additionally insured as described above.

V. INDEMNIFY

HIREQUEST shall indemnify, hold harmless, and defend the CLIENT, the CLIENT's elected officials, officers, agents, and employees from all suits and action, including reasonable attorneys' fees and all costs of litigation and judgment against the CLIENT as a result of loss, damage, or injury to person or property due to any action or omission by the Assigned Employees HIREQUEST sends to the CLIENT.

The parties have executed this Supplement on the day, month, and year in the first paragraph of this Supplement, which is the date the last party signed.

City of San Luis, Arizona



Lizandro Galaviz, Acting City Manager

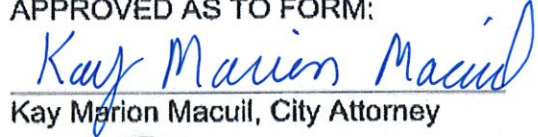
Date: 8/17/22

ATTEST:



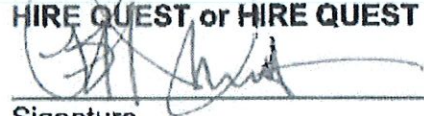
Melissa Lopez, Deputy City Clerk

APPROVED AS TO FORM:



Kay Marion Macuil, City Attorney

HIRE QUEST or HIRE QUEST DIRECT



Signature

Brett Johnson

Print Name

Date: August 5, 2022



City of San Luis
Arizona Rate Agreement
2022

<u>Description:</u>	<u>Bill Rate Per Hour</u>
General labor(unskilled)	\$23.95
General labor(Heavy Lifting/Demo)	\$25.95
Semi Skilled(without tools)	\$28.95
Skilled Journeyman	\$39.95
Heavy Equipment Operator	\$44.25

Above rates are subject to change in accordance with federal & state government regulations. Client agrees to pay for a minimum of four (4) hours per day per employee. The Client also agrees to be billed for overtime hours at a rate of time and a half for each HIREQUEST DIRECT employee who works an excess of forty (40) hours within a one week period, which runs Monday through Sunday. Employee temporary to permanent hire is available at no cost after four-hundred and eighty (480) working hours are billed and paid. Payment terms are NET 30 DAYS and a finance charge of 1.5% will be assessed on invoices that exceed 30 days. Acceptable forms of payment are check or credit card, to which a 3% fee will be charged by the processing company. Invoices can be obtained, and credit card payments can be made by logging in to the Client web portal at <http://clients.hirewebconnect.com/stars>.

Client Company Name: City of San Luis

Client Name & Title: Lizandro Galaviz, Acting City Manager

Client Signature: [Signature]

Date: 8/17/22

HIREQUEST DIRECT Representative: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2022

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 McGriff Insurance Services, Inc. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: Valerie Epps PHONE (A/C, No, Ex): 404 497-7500 E-MAIL ADDRESS: Valerie.Epps@mcgriff.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Hire Quest, LLC DBA HireQuest, HireQuest Direct 111 Springhall Drive Goose Creek, SC 29445	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: ACE Fire Underwriters Insurance Company	20702
	INSURER C: Alaska National Insurance Company	38733
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** UC1JPF04 **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 ITR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	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 N/A	WLR C68922847 (AOS) SCF C68922884 (WI)	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WASHINGTON USL&H		21F WU 11801	08/15/2021	06/15/2022	E.L. - Each Accident \$ 1,000,000 E.L. - Each Employee \$ 1,000,000 E.L. - Policy Limit \$ 1,000,000 M.E.L. - Each Accident \$ 100,000 M.E.L. - Disease Aggregate \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]

CERTIFICATE HOLDER For Evidence of Coverage Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2022

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 Jackson Agency Inc DBA Allied Risk Partners Corp 6971 W Sunrise Blvd #206 Sunrise FL 33313		CONTACT NAME: Maria Bonitez PHONE (A/C No. Ext): (305) 824-3464 E-MAIL ADDRESS: mbenitez@jacksonagency.com FAX (A/C No.): (954) 473-3705	
INSURED Hire Quest LLC dba Trojan Labor and Acruz, HireQuest and HireQuest Direct, Snelling and Link; HQ LTS Corporation; HireQuest, Inc. 111 Springhall Drive Goose Creek SC 29445		INSURER(S) AFFORDING COVERAGE INSURER A: Tokio Marine Specialty Insurance Company NAIC # 23850 INSURER B: Lloyds Of London 524210 INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 2022-2023 Basic COI **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 LWO	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PPK2387043	03/02/2022	03/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOPAGG \$ 2,000,000 Professional Liability \$ 2000000/1000000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PPK2387043	03/02/2022	03/02/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PUB805695	03/02/2022	03/02/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	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 <input type="checkbox"/> N/A			See In Limits Section	03/02/2022	03/02/2023	Crime PPK2387043 5,000,000 EPLI 1,000,000 Cyber 21H368309 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is solely for the use as "Evidence of Insurance"

CERTIFICATE HOLDER SAMPLE 123 SAMPLE ST, SAMPLE, SC 29445	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
HireQuest LLC

2 Business name/disregarded entity name, if different from above
dba HireQuest and HireQuest Direct

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Do not use more than one code on this line)

5 Address (number, street, and apt. or suite no.) See instructions
111 Springhall Dr

6 City, state, and ZIP code
Goose Creek, SC 29445

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	8								
		0	5	1	1	0	3	5	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *[Signature]* Date **1/3/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Uniform Certification Agency

CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE

Presented To

HQ Direct, LLC.

HAS SUCCESSFULLY MET ALL REQUIREMENTS AS ESTABLISHED BY THE MMBC CONTINUUM AND THE UNIFORM CERTIFICATION AGENCY FOR CERTIFICATION AS A WOMEN-OWNED BUSINESS ENTERPRISE. THIS CERTIFICATE RELATES TO WBE STATUS AND IS NOT CERTIFICATION OF EXPERTISE IN ANY PARTICULAR TRADE OR FIELD.

Director of Certification

4072111

Certificate Number

09/25/2022

Expiration Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 09/10/2025

Department Head: Tomas Sanchez, City Engineer, Engineering

Submitted By: Oscar Barnett, Project Manager, Engineering

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding County 22nd and 4th Avenue Roadway Improvements Change Order. **(Tomas Sanchez, City Engineer)**

SUMMARY:

The Engineering Department is requesting approval of a Change Order with DPE Construction, Inc., the general contractor for the County 22nd Street and 4th Avenue Roadway Improvement Project. This Change Order, in the amount of \$198,074.00, will expand the scope of work to include additional roadway paving. Specifically, the work will replace approximately 5,770 square yards of asphalt along 4th Avenue, including approximately 427 square yards of over excavation and subgrade/subbase preparation. These improvements will provide a smoother and safer driving surface, as well as enhance accessibility within the project limits.

To fund this change order, staff is requesting a budget transfer of \$290,000.00 from the GSA Port of Entry Project. Based on updated information from the Port of Entry project, the entire allocation will not be required, leaving approximately \$290,000 available for transfer.

The Staff is seeking Mayor and Council approval of this Change Order and associated budget transfer. Staff also requests that the Mayor and Council waive formal procurement procedures, as allowed under City Code §3.05.010(F) and A.R.S. §34-201.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CO. 22nd AND 4th AVENUE CHANGE ORDER IN THE AMOUNT OF \$198,074.00 FOR DPE CONSTRUCTION INC, TO AUTHORIZE A BUDGET TRANSFER AND TO 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:	\$290,000.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	\$290,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Project 2026048/GSA Project \$290,000.00

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

The Staff is seeking council approval of a budget transfer as these items were not budgeted. Budget transfer is being requested in the amount of \$290,000.00 from 200-210-90010 Capital Outlay GSA Project - Improvements on Urtuzuastegui Street, to account 200-860-90010 County 22nd and 4th Ave Intersection Improvements.

Budget Transfer Details:

1. DPE change order, \$198,074.00
2. Milling Services/Garret Trucking, Pavement Removal and Transport, \$30,000.00
3. Quail, Traffic Control, \$12,000.00
4. BLT and other Vendors Miscellaneous Materials, \$35,000.00
5. NEI, Materials Testing, \$8,000.00
6. DRA, Construction Staking, \$6,000.00

Total: \$289,074.00

Transfer Request: \$290,000.00

Attachments

Proposal

4th Avenue - Photos

Pavement Maintenance vs. Pavement Replacement



City of San Luis

www.sanluisaz.gov

Oscar Barnett
 Project Manager
 City of San Luis
OBarnett@sanluisaz.gov
 928-341-8577

August 26, 2025

Re: Quote Request/Change Order for additional work - City of San Luis Co 22nd St and 4th Ave Intersection Improvements Project.

Note: City of San Luis Adopted Construction Standards. See Exhibit A and B for reference.

Item	Description	Unit	Quantity	Unit Price	AMOUNT
1	Remove and replace vertical curb and gutter	LF	90	By COSL	\$ By COSL
2	Remove and replace sidewalk (5' wide)	SF	1,225		\$
3	Remove and replace Sidewalk ADA Ramps (modified to roll curb)	SF	675		\$
4	Remove and replace Aprons	SF	620		\$
5	Remove and replace cross gutter	SF	171		\$
6	Saw cut and remove existing pavement	SY	5,823	By COSL	\$ By COSL
7	New 4" AC pavement/Regrade existing ABC	SY	5,343	29.00	\$154,947.00
8	Install 4" AC pavement	SY	427	33.00	\$14,091.00
9	Over-excavate, prepare subgrade, and 18" ABC subbase	SY	427	68.00	\$ 29,036.00
10	New 3" AC pavement/Regrade existing ABC	SY	53	By COSL	\$ By COSL
11	Additional Traffic Control	LS	1		\$
12	Additional Material Testing	LS	1		\$
13	Additional SWPPP	LS	1		\$
14	Additional Construction Staking	LS	1	By COSL	\$ By COSL
				Subtotal	\$198,074.00
	5% Contingency	LS	1	By COSL	\$ By COSL
				Total	\$
				Quote	198,074.00

DPE Construction, Inc. Esteban Hernandez VP / Operations Manager 08/28/2025
CONTRACTOR **SIGNATURE AND TITLE** **DATE**

Digitally signed by Esteban Hernandez
 DN: cn=Esteban Hernandez, o=DPE Construction, Inc.,
 email=Esteban.Hernandez@peyuma.com, c=US, ou=San Luis, AZ
 Reason: I am approving this document
 Control No: 755-539-2-459
 Date: 2025.08.28 09:13:51-0700

EXHIBIT A

Co 22nd and 4th Ave

Quote Request



Quote Request

Concrete Notes

1. Curb and Gutter City of San Luis Standard (Red): (A) 50', (A.2) 40'
2. Sidewalk 5' City of San Luis Standard (Blue): (B) 191', (B.2) 30', (B.3) 10', (B.4) 14',
3. Sidewalk ADA/Ramps City of San Luis Standard modified to roll curb: (C) 35', (C.2) 35', (C.3) 44', (C.4) 21'
4. Cross Gutter Aprons City of San Luis Standard (Yellow): (D.2) 36', (D) 44', (D.3) 49'
5. Cross Gutter City of San Luis Standard (Light Blue) (O) 28'6" x 6'

EXHIBIT B

Co 22nd and 4th Ave

Quote Request



Quote Request

Asphalt Notes

- (A,B, C) Remove existing pavement 5,823 Square Yards
- (A) New 4" AC pavement/regrade existing ABC: 5,343 Square Yards
- (B) Install 4" AC pavement: 427 Square Yards
- (B) Subbase 18" ABC: 427 Square Yards
- (C) Asphalt 3" AC Pavement/Regrade ABC: 53 Square Yards







Pavement Maintenance vs. Pavement Replacement:

Option	Cost Calculation	Total Estimated Cost	Over 10 years
Slurry Seal (Pavement Preservation)	$\$4/\text{SY} \times 5,823 \text{ SY} = \$23,292.00$ Traffic control/Striping: \$15,000	\$38,292.00	\$114,876.00 (3 applications)
Pavement Replacement in 10 years	$\$55/\text{SY}$ (assumed cost in 10 years) x 5,823 SY = \$320,265 Traffic control/Striping/Material Testing/Construction Staking: \$29,500		\$349,765.00
Total over 10 years			\$464,641.00
Repaving (Change Order)	$\$39/\text{SY} \times 5,823 \text{ SY} = \$227,197$ (includes milling, removal, traffic control, regrade, 4" AC pavement, etc.)	\$227,197	\$227,197

Images of Construction Site:









AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 09/10/2025

Department Head: Danae Figueroa, Magistrate, Court

Submitted By: Julissa A Peru, Court Administrator, Court

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2025-08. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the San Luis Municipal Court to receive funding for the Access to Justice Grant by approving Agreement A2J #1 between the City of San Luis, Arizona, through the San Luis Municipal Court and the Arizona Supreme Court, Administrative Office of the Courts. **(Julissa Alejandra Peru, Court Administrator)**

SUMMARY:

The San Luis Municipal Court (SLMC) has been awarded a grant totaling **\$3,737.00** for the acquisition of equipment and supplies to support video conferencing. These items—including computers, peripherals, and headsets—will be specifically used for conducting remote court hearings from the Yuma County Detention Center.

This award is the result of a joint grant application submitted by the SLMC and the Somerton Municipal Court. The courts currently share a single video conference station at the detention center due to limited space. The procurement of this new equipment is critical, as the current device will become obsolete within the next twelve months following a mandatory statewide network upgrade.

This video conference upgrade will secure the court's ability to conduct remote hearings, a cornerstone of due process rights for defendants. It is also a critical tool for enhancing victim participation, improving the efficiency of court operations, and facilitating inter-jurisdictional collaboration.

The SLMC is requesting approval to enter into an agreement with the Arizona Supreme Court, Administrative Office of the Courts, to begin the procurement process and order the materials and supplies as provided in Order No. 2025-08.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2025-08.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	\$3,737.00
BUDGETED AMOUNT:	\$3,737.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 260-262-60035 Court SRF
San Luis Court Enhancement
Minor Tools/Equipment
Supplies

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

The SLMC received a total of \$3,737.00 for equipment & supplies from the Arizona Supreme Court, Administrative Office of the Courts.

A2J Grant #1

Attachments

Order No. 2025-08 & Agreement



Order

No. 2025-08

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE SAN LUIS MUNICIPAL COURT TO RECEIVE FUNDING FOR THE ACCESS TO JUSTICE GRANT FOR THE DETENTION CENTER VIDEO CONFERENCE SYSTEM GRANT BY APPROVING CONTRACT A2J GRANT #1 BETWEEN THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS MUNICIPAL COURT AND THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS.

WHEREAS, the Arizona Supreme Court, Administrative Office of the Courts, has approved the support of Equipment expenses, to enhance the virtual court experience and improve remote access to court services by updating the video conference system, thereby increasing the transmission accuracy, timeliness, and overall accessibility to justice for all participants;

WHEREAS, the Arizona Supreme Court, Administrative Office of the Courts, has prepared a Contract providing for all the conditions of acceptance of the funds including that these funds shall not be used to supplant other funding of the San Luis Municipal Court.

IT IS ORDERED by the Mayor and Council of the City of San Luis, State of Arizona as follows:

Section 1: That the Arizona Supreme Court, Administrative Office of the Courts Agreement titled Access to Justice (A2J) Grant is approved.

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona
this _____ day of September 2025.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Arizona Supreme Court
Administrative Office of the Courts

**FUNDING AGREEMENT FOR
Access to Justice (A2J) Grant**

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts, ("AOC"), and San Luis Municipal Court (A2J Grant #1) ("Grantee").

Recital

The purpose of this Agreement is to provide funding to Grantee to implement its approved plan for use of Access to Justice ("A2J") funds, as set forth in Addenda A and B, which are part of this Agreement. In the implementation of its approved plan and use of ADR/JCEF funds, Grantee agrees that funds will not be used on projects not intended to facilitate prompt and fair resolution of cases.

Terms and Conditions

1. **Term.** This Agreement becomes effective upon execution and shall remain in effect through June 30, 2027, unless modified or terminated earlier.

2. **Modification and Termination.** This Agreement may be modified or terminated by the AOC if, in its sole judgment, such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) Grantee's failure to implement or operate the approved plan; (d) Grantee's non-compliance with this Agreement or other program requirements; or (e) other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this Agreement without cause.

3. **Fund Accounting.** Funds distributed to Grantee shall be deposited in a Special Revenue Fund established for the execution of this Agreement. Any interest earned on these monies while in the possession of Grantee shall accrue to the fund for use by Grantee in accordance with its approved plan. Funds disbursed to Grantee for reimbursement of approved expenses do not have to be deposited into a Special Revenue account.

4. **Expenditures.**

a. **Distribution of Funds.** The AOC may retain all or any portion of the funds allocated to Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of Grantee and to be disbursed to the Grantee are set forth in Addenda A and B to this Agreement. The AOC may periodically modify the distribution of funds contained in the addenda based on its determination of Grantee's need for and usage of A2J funds.

b. **Reporting Requirements.** Annual status reports must detail expenditures and progress made on the project. An initial status report is due August 17, 2026. A final status report is due no later than August 16, 2027, or 45 days from the end of the grant period or from the date all funds are expended, whichever is sooner. The report shall include a financial report along with a narrative of the project's accomplishments over the term of this Agreement, as well as other required performance measures identified in the award notice email. AOC shall provide a report template for the Grantee to use.

c. **Additional Reporting and Presentation Requirements.** As a condition of receiving funding through the Arizona Access to Justice Grant Program ("Grant"), and in addition to the reports required in Section 4.b above, the Grantee agrees to comply with the following reporting and presentation obligations:

i. **Appearance Before Arizona Commission on Access to Justice ("Commission")**
The Grantee (or its designee) is required to appear before the Commission at least once during the grant term, regardless of whether the project is complete. Based on individual projects, additional appearances by the Grantee (or its designee) may be necessary to provide updates or interim reports. Failure to fulfill this requirement may result in suspension of current or future funding and may be considered noncompliance with the terms of the grant agreement.

ii. **Commission Presentation**
The Grantee (or its designee) shall coordinate with Commission staff to schedule a presentation to the Commission. The presentation shall be delivered at a regularly scheduled or specially designated meeting of the Commission. The Grantee (or its designee) must provide any written materials, data, or other documentation requested by the Commission in advance of the scheduled presentation.

iii. **Final Project Report and Impact Evaluation**
Upon completion of the funded project, or once sufficient data is available to evaluate the project's impact, the Grantee (or its designee) may be required to report to the Commission. This report must include:

- A summary of the project's goals;
- Measurable impact data demonstrating the results of the project;
- A description of challenges encountered during implementation; and
- Any modifications made to the project scope during the grant period.

iv. **Project Reports, Presentations, and Public Communications**
The Grantee agrees that all project reports, presentations, and public communications associated with the funded project shall include a narrative describing how the project's goals and outcomes align with the Arizona Judicial Branch's Strategic Agenda and its statewide initiatives. The Grantee will specifically identify which strategic priorities or initiatives are being advanced through this project.

The AOC reserves the right to request additional information or clarification regarding this alignment at any reporting stage.

d. **Unexpended Funds.** Funds unencumbered as of June 30, 2027, and unexpended as of July 30, 2027, plus all unexpended interest accrued on such funds while in the possession of the Grantee, may be carried forward to the next fiscal year. Any funds carried forward to the following year must be used for similar line items that were identified in the approved application.

e. **Inappropriate Expenditures.** Grantee shall expend funds only for the purposes and uses specified in the approved plan and budget. Grantee agrees to reimburse AOC for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget and this Agreement. Funds shall not be used to pay county or city administrative costs for services associated with receipt of those funds including, but not limited to, the cost of accounting, payroll, data processing, purchasing, personnel, and building use. All equipment purchased solely with AOC funds shall be used solely for purposes in the approved plan unless written permission is received from AOC.

5. **Budget Modifications.** Funds shall not be moved to or from any budget category without prior written approval from AOC. All budget modifications shall be in accordance with AOC's Budget Modification Policy.

6. **Termination of Funding.** In the event that this Agreement is terminated for any reason before June 30, 2027, all unexpended funds in the possession of Grantee shall be returned to AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements; and (3) an inventory, including serial numbers, of all equipment purchased with grant funds. If termination is due to failure of Grantee to comply with the approved plan, AOC may require return of equipment and supplies purchased with grant funds.

7. **Books and Records.**

a. **Financial Records and Examination.** Grantee shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of the approved plan. All books, records, and other documents relevant to this Agreement shall be retained by Grantee and its subcontractors for a period of five (5) years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** AOC may monitor and evaluate the local plan to determine its effectiveness. As a condition of receipt of grant funds, Grantee agrees to maintain and provide to AOC such data and statistics as may be required for purposes of evaluation. Grantee further agrees that authorized agents of AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of AOC to conduct such inspections and evaluations and that the funding is subject to this Agreement.

8. Americans with Disabilities Act (ADA) Requirements. Grantee shall comply with the Arizona Judiciary Policy on Access to Court Services by Individuals with Disabilities as mandated by Arizona Code of Judicial Administration § 1-203.

9. Inventory. Equipment purchased with funds received pursuant to this Agreement shall become the property of Grantee, and Grantee shall maintain written inventory and property control policies and procedures covering the equipment. Grantee may use its existing inventory system but must at a minimum maintain the information required by the AOC Inventory and Property Control Policy, attached hereto as Attachment A.

10. Use, Loss and Disposition of Equipment. Equipment must be used as required by the approved plan for five years unless written permission is given by the AOC. After this time, the equipment may be transferred upon approval of the presiding judge. The Grantee is responsible for any maintenance, loss or damage to the equipment, and the AOC makes no assurances regarding its repair or replacement. Equipment, which is no longer needed or usable, shall be placed in surplus as required by this Agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized. The equipment should be offered to another court prior to being placed in surplus. See Attachment A.

11. Sanctions. In addition to any other remedy available pursuant to this Agreement, Grantee may be placed in financial sanction status for deficiencies including, but not limited to, delinquent submissions, delinquent reports, inaccurate reporting of statistics, inadequate records, expenditures outside of the approved budget and non-compliance with the approved plan for this or any other grant. During the period of sanction status, AOC may take any appropriate action including:

- a. Written warning with request for immediate compliance.
- b. Withholding all or any portion of future program fund or equipment disbursements.
- c. Withholding all disbursements from all program funds.
- d. Requiring monthly submission of expenses prior to disbursement.
- e. Requiring monthly submission of expenses for reimbursement of actual costs incurred.
- f. Recovery of funds or equipment already disbursed.

To receive reimbursement while in sanction status, Grantee shall submit a monthly request to AOC detailing expenses in funding categories as delineated on Addendum B. State funds shall not be used for any adverse financial costs or interest charged or incurred due to Grantee's financial sanction status.

12. Performance Liability. Except as otherwise provided by law, in the performance of this Agreement and Grantee's approved plan, both parties hereto are acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party. Each party is solely responsible for the actions of its employees under this Agreement.

San Luis Municipal Court Grant #1

By _____
Honorable Danae T. Figueroa
San Luis Municipal Court

ARIZONA SUPREME COURT

Signed by:

By _____
FC44BC6DAE8D4D3...
Jeff Schrade, Deputy Director
Administrative Office of the Courts

**ADDENDUM A
FUND DISTRIBUTION RECOMMENDATION FOR
ACCESS TO JUSTICE FUNDS**

GRANTEE: San Luis Municipal Court (A2J Grant #1)
ADDENDUM DATE: August 7, 2025

BEGIN DATE: July 1, 2025

END DATE: June 30, 2027

NOTE: This Addendum A supersedes all previously dated Addendums A.

FUND SUMMARY:

Personnel Costs	
Equipment/Facilities Costs	\$3,737.00
Operating Costs	
Travel/Training Costs	
Professional Services	

TOTAL FUNDS: **\$3,737.00**

AMOUNT TO BE DISBURSED TO COURTS:

Upon receipt of signed funding agreement: \$3,737.00

TOTAL AMOUNT APPROVED FOR DISBURSEMENT: **\$3,737.00**

TOTAL AMOUNT APPROVED FOR EXPENDITURE: **\$3,737.00**

*In the event that Access to Justice funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.

Signed:	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">DocuSigned by:</div> <div style="font-family: cursive; font-size: 1.2em; margin-right: 5px;"><i>Michael Malone</i></div> </div> <div style="font-size: 0.8em; margin-top: 2px;">5A03820745CB49D</div>	Date:	8/7/2025
	Michael Malone, Director, Court Services Division Administrative Office of the Courts		
Signed:		Date:	
	Honorable Danae T. Figueroa San Luis Municipal Court		

ADDENDUM B

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
ACCESS TO JUSTICE**

GRANTEE: San Luis Municipal Court (A2J Grant #1)

ADDENDUM DATE: August 7, 2025

BEGIN DATE: July 1, 2025

END DATE: June 30, 2027

NOTE: This Addendum B supersedes all previously dated Addendums B.

PERSONNEL COSTS:

Items	Cost

Subtotal Equipment Expenses: \$0.00

EQUIPMENT/FACILITIES COSTS:

Items	Cost
Video Conferencing Unit (funding gap fill)	\$3,737.00

Subtotal Equipment/Facilities Costs: \$3,737.00

OPERATING COSTS:

Items	Cost

Subtotal Operating Costs: \$0.00

TRAVEL/TRAINING COSTS:

Items	Cost

Subtotal Travel/Training Costs: \$0.00

PROFESSIONAL SERVICES COSTS:

Items	Cost

Professional Services Costs: \$0.00

TOTAL FY26/27 BUDGET: \$3,737.00

ATTACHMENT A

ARIZONA COURTS INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital equipment means any piece of property or a fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years.

Noncapital equipment means any piece of property or a fixed asset with a purchase price of \$2,000 to \$4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city, or school district with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. GENERAL

This policy covers any equipment valued over \$2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU owns the equipment. The JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

The JDU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and non-capital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

The JDU shall conduct a physical inventory of equipment annually. The report of the physical inventory shall be maintained and available for review and audit upon request by the AOC.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment, which is no longer needed or usable, shall be placed in surplus in accordance with the following:

For equipment for which title was granted to the JDU, the JDU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 09/10/2025
Department Head: Danae Figueroa, Magistrate, Court
Submitted By: Julissa A Peru, Court Administrator, Court
Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2025-09. An Order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the San Luis Municipal Court to receive funding for the Access to Justice Grant by approving Agreement A2J Grant #2 between the City of San Luis, Arizona, through the San Luis Municipal Court and the Arizona Supreme Court, Administrative Office of the Courts. **(Julissa Alejandra Peru, Court Administrator)**

SUMMARY:

The San Luis Municipal Court (SLMC) has received a grant of **\$29,360.00** to upgrade its network infrastructure.

The grant funds will be used to improve the court's network by transitioning from its current 5 MB Alternate Circuit Network to a faster 50 MB connection. As the San Luis Municipal Court operates on the state's network, this upgrade will significantly increase bandwidth, which is essential for time-sensitive tasks like remote hearings and processing orders of protection. This will ultimately enhance the court's overall operational efficiency.

The SLMC is requesting approval to enter into an agreement with the Arizona Supreme Court, Administrative Office of the Courts, to begin the procurement process and order the materials and supplies as provided in Order No. 2025-09 from CenturyLink, as they hold state contract CTR049872.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2025-09.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	\$29,360.00
BUDGETED AMOUNT:	\$29,360.00
AVAILABLE AMOUNT TO TRANSFER:	No
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	260-262-90020 Court SRF - San Luis Court Enhancement Capital Outlay - Off /Comp Other

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

The SLMC received a total of \$29,360.00 for equipment & supplies from the Arizona Supreme Court, Administrative Office of the Courts.

A2J Grant #2

Attachments

Order No. 2025-09 & Agreement
Century Link Quote



Order

No. 2025-09

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE SAN LUIS MUNICIPAL COURT TO RECEIVE FUNDING FOR THE ACCESS TO JUSTICE GRANT FOR THE SAN LUIS MUNICIPAL COURT NETWORK CIRCUIT UPGRADE BY APPROVING AGREEMENT A2J GRANT #2 BETWEEN THE CITY OF SAN LUIS, ARIZONA, THROUGH THE SAN LUIS MUNICIPAL COURT AND THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS.

WHEREAS, the Arizona Supreme Court, Administrative Office of the Courts, has approved the expenditure of funds for equipment to upgrade the San Luis Municipal Court Network Circuit, thereby enhancing court operational efficiency and improving accessibility to justice for all participants;

WHEREAS, the Arizona Supreme Court, Administrative Office of the Courts, has prepared an Agreement providing for all the conditions of acceptance of the funds, including that these funds shall not be used to supplant other funding of the San Luis Municipal Court.

IT IS ORDERED by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Arizona Supreme Court, Administrative Office of the Courts Agreement titled Access to Justice (A2J) Grant is approved.

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona
this _____ day of September 2025.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Arizona Supreme Court
Administrative Office of the Courts

**FUNDING AGREEMENT FOR
Access to Justice (A2J) Grant**

This Agreement is entered into by and between the Arizona Supreme Court, Administrative Office of the Courts, ("AOC"), and **San Luis Municipal Court (A2J Grant #2)** ("Grantee").

Recital

The purpose of this Agreement is to provide funding to Grantee to implement its approved plan for use of Access to Justice ("A2J") funds, as set forth in Addenda A and B, which are part of this Agreement. In the implementation of its approved plan and use of ADR/JCEF funds, Grantee agrees that funds will not be used on projects not intended to facilitate prompt and fair resolution of cases.

Terms and Conditions

1. **Term.** This Agreement becomes effective upon execution and shall remain in effect through June 30, 2027, unless modified or terminated earlier.

2. **Modification and Termination.** This Agreement may be modified or terminated by the AOC if, in its sole judgment, such action is necessary due to: (a) funding availability; (b) statutory changes in the program; (c) Grantee's failure to implement or operate the approved plan; (d) Grantee's non-compliance with this Agreement or other program requirements; or (e) other circumstances necessitating such action. Either party may, upon thirty (30) days written notice to the other party by certified mail, terminate this Agreement without cause.

3. **Fund Accounting.** Funds distributed to Grantee shall be deposited in a Special Revenue Fund established for the execution of this Agreement. Any interest earned on these monies while in the possession of Grantee shall accrue to the fund for use by Grantee in accordance with its approved plan. Funds disbursed to Grantee for reimbursement of approved expenses do not have to be deposited into a Special Revenue account.

4. **Expenditures.**

a. **Distribution of Funds.** The AOC may retain all or any portion of the funds allocated to Grantee for the performance of its approved plan and may authorize direct expenditures for the benefit of Grantee. The specific amounts to be retained by the AOC for direct expenditures for the benefit of Grantee and to be disbursed to the Grantee are set forth in Addenda A and B to this Agreement. The AOC may periodically modify the distribution of funds contained in the addenda based on its determination of Grantee's need for and usage of A2J funds.

b. **Reporting Requirements.** Annual status reports must detail expenditures and progress made on the project. An initial status report is due August 17, 2026. A final status report is due no later than August 16, 2027, or 45 days from the end of the grant period or from the date all funds are expended, whichever is sooner. The report shall include a financial report along with a narrative of the project's accomplishments over the term of this Agreement, as well as other required performance measures identified in the award notice email. AOC shall provide a report template for the Grantee to use.

c. **Additional Reporting and Presentation Requirements.** As a condition of receiving funding through the Arizona Access to Justice Grant Program ("Grant"), and in addition to the reports required in Section 4.b above, the Grantee agrees to comply with the following reporting and presentation obligations:

- i. **Appearance Before Arizona Commission on Access to Justice ("Commission")**
The Grantee (or its designee) is required to appear before the Commission at least once during the grant term, regardless of whether the project is complete. Based on individual projects, additional appearances by the Grantee (or its designee) may be necessary to provide updates or interim reports. Failure to fulfill this requirement may result in suspension of current or future funding and may be considered noncompliance with the terms of the grant agreement.
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Upon completion of the funded project, or once sufficient data is available to evaluate the project's impact, the Grantee (or its designee) may be required to report to the Commission. This report must include:
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The Grantee agrees that all project reports, presentations, and public communications associated with the funded project shall include a narrative describing how the project's goals and outcomes align with the Arizona Judicial Branch's Strategic Agenda and its statewide initiatives. The Grantee will specifically identify which strategic priorities or initiatives are being advanced through this project.

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San Luis Municipal Court (A2J Grant #2)

By _____
Honorable Danae T. Figueroa
San Luis Municipal Court

ARIZONA SUPREME COURT

Signed by:

By _____
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Jeff Schrade, Deputy Director
Administrative Office of the Courts

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ADDENDUM A
FUND DISTRIBUTION RECOMMENDATION FOR
ACCESS TO JUSTICE FUNDS

GRANTEE: San Luis Municipal Court (A2J Grant #2)
ADDENDUM DATE: August 8, 2025

BEGIN DATE: July 1, 2025

END DATE: June 30, 2027

NOTE: This Addendum A supersedes all previously dated Addendums A.

FUND SUMMARY:

Personnel Costs	
Equipment/Facilities Costs	
Operating Costs	\$29,360.00
Travel/Training Costs	
Professional Services	

TOTAL FUNDS: **\$29,360.00**

AMOUNT TO BE DISBURSED TO COURTS:

Upon receipt of signed funding agreement: \$29,360.00

TOTAL AMOUNT APPROVED FOR DISBURSEMENT: **\$29,360.00**

TOTAL AMOUNT APPROVED FOR EXPENDITURE: **\$29,360.00**

*In the event that Access to Justice funds retained by the AOC are insufficient to fund the approved request, or funds are reduced by legislative action, there is no obligation or approval to provide funds from other sources on the part of the AOC.

Signed:

DocuSigned by:
Michael Malone
5A03828745CB49D...

Date:

8/12/2025

Michael Malone, Director, Court Services Division
Administrative Office of the Courts

Signed:

Date:

Honorable Danae T. Figueroa
San Luis Municipal Court

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ADDENDUM B

**TO APPROVED RECOMMENDATION AND FUNDING AGREEMENT FOR
ACCESS TO JUSTICE**

GRANTEE: San Luis Municipal Court (A2J Grant #2)

ADDENDUM DATE: August 8, 2025

BEGIN DATE: July 1, 2025

END DATE: June 30, 2027

NOTE: This Addendum B supersedes all previously dated Addendums B.

PERSONNEL COSTS:

Items	Cost

Subtotal Equipment Expenses: **\$0.00**

EQUIPMENT/FACILITIES COSTS:

Items	Cost

Subtotal Equipment/Facilities Costs: **\$0.00**

OPERATING COSTS:

Items	Cost
50 mbps network upgrade	\$29,360.00

Subtotal Operating Costs: **\$29,360.00**

TRAVEL/TRAINING COSTS:

Items	Cost

Subtotal Travel/Training Costs: **\$0.00**

PROFESSIONAL SERVICES COSTS:

Items	Cost

Professional Services Costs: **\$0.00**

TOTAL FY26/27 BUDGET: **\$29,360.00**

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ATTACHMENT A
ARIZONA COURTS
INVENTORY AND PROPERTY CONTROL POLICY

The purpose of this section is to set forth minimum procedures and guidelines for fixed assets (furniture and equipment) owned by the Judicial Department Unit (JDU) other than the Supreme Court.

It is the intent of this policy that all equipment items are accounted for under an inventory system. Each court, including its probation departments, must be able to account for all equipment regardless of the funding source used to purchase the equipment.

DEFINITIONS

Capital equipment means any piece of property or a fixed asset with a purchase price of \$5,000 or more and a usable life of one or more years.

Noncapital equipment means any piece of property or a fixed asset with a purchase price of \$2,000 to \$4,999 and usable life of one or more years.

Judicial Department Unit (JDU) is any operating unit, office, or court of the Arizona Judicial Department reporting to the Chief Justice; chief judges of the Court of Appeals; presiding judges of the superior court, justice courts, and municipal courts; clerks of court; staff attorneys; divisions of the Administrative Office of the Courts; court administrators; and probation departments, with responsibility for reporting, care, and custody of the fixed asset.

Local Governmental Unit (LGU) is any county, city, or school district with responsibility for reporting, care, and custody of the fixed asset.

POLICY

1. **GENERAL**

This policy covers any equipment valued over \$2,000 purchased from state, federal, or other funds provided through the AOC. All acquisitions of equipment using Supreme Court funds will be documented in an agreement.

If the AOC provides the funding and the JDU purchases the equipment, a funding agreement will be signed that clearly delineates the JDU owns the equipment. The JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the funding agreement.

If the AOC purchases the equipment and transfers ownership of the asset, the JDU will record transactions in its fixed asset tracking system. The inventory policy is part of the equipment grant agreement.

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The JDU shall maintain written inventory and property control policies and procedures.

All equipment included under this policy shall be clearly identified and located for purposes of regular physical inventory.

The JDU shall maintain an inventory log as described in the record keeping section of this policy.

2. TAGGING/NUMBERING SYSTEM

For items that the Supreme Court purchases and maintains ownership of, the Supreme Court will issue tags and require tagging of the equipment. For all other items, the JDU shall maintain a tagging/numbering system.

3. RECORD KEEPING

The inventory and property control person shall establish accurate records for all equipment under this policy. These records for capital and non-capital equipment shall, at a minimum, indicate:

- Acquisition date
- A brief description of the item
- Current location (code or suitable alternative)
- Program funding source
- Tag or asset number
- Model and serial number
- Account number
- Purchase document number (claim/voucher)
- Original cost including shipping, taxes, and installation

The inventory control records shall be maintained in such a fashion as to permit ready access and review.

4. INVENTORY SCHEDULE

The JDU shall conduct a physical inventory of equipment annually. The report of the physical inventory shall be maintained and available for review and audit upon request by the AOC.

5. TRANSFER OF EQUIPMENT

Equipment must be used for the approved purpose for five years unless written permission is given by the AOC. After five years, the equipment may be transferred upon approval of the presiding judge of the court.

6. SURPLUS PROPERTY

Equipment, which is no longer needed or usable, shall be placed in surplus in accordance with the following:

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For equipment for which title was granted to the JDU, the JDU shall follow any procedures required by the original funding agreement. If no such requirements are included in the funding agreement, then local surplus property procedures may be utilized.

7. MODIFICATION TO THIS POLICY

The Arizona Supreme Court, AOC, reserves the right to modify this policy as needed.

Description of Service:	Carrier Service Order Value																		
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">AZ Service ID No.</th> <th style="text-align: center; border-bottom: 1px solid black;">Qty</th> <th style="text-align: left; border-bottom: 1px solid black;">Minimum Service Period</th> </tr> </thead> <tbody> <tr> <td>Item 1: AZCN-00559-30</td> <td style="text-align: center;">1</td> <td>12 Months</td> </tr> <tr> <td>Item 2: AZCN-00559-50</td> <td style="text-align: center;">1</td> <td>12 Months</td> </tr> <tr> <td>Item 3: AZCN-00559-70</td> <td style="text-align: center;">1</td> <td>12 Months</td> </tr> <tr> <td>Item 4: AZCN-00699-1</td> <td style="text-align: center;">1</td> <td>12 Months</td> </tr> <tr> <td>Item 5: AZCN-00699-3</td> <td style="text-align: center;">1</td> <td>12 Months</td> </tr> </tbody> </table>	AZ Service ID No.	Qty	Minimum Service Period	Item 1: AZCN-00559-30	1	12 Months	Item 2: AZCN-00559-50	1	12 Months	Item 3: AZCN-00559-70	1	12 Months	Item 4: AZCN-00699-1	1	12 Months	Item 5: AZCN-00699-3	1	12 Months	<p>Total Monthly Recurring Charge: <u> \$1,080.00 </u></p> <p style="font-size: small;">Applicable Usage Charges May Apply</p> <p>* Total Non Recurring Charge: <u> \$75000.00 </u></p> <p style="font-size: small;">* Applicable Waiver(s) have been applied to the "Total Non Recurring Charge" and are subject to the Minimum Service Period and/or Contract Term. (see attached Quote). Additional charges may be indicated in a separate Scope of Work (SOW) as applicable.</p> <p>** Expiration Date: <u> 3 Year Term </u> ** Referred to as Contract Term</p> <p style="text-align: center;">Arizona Service Area: <u> Rural Arizona - 8 hour Travel Time </u></p>
AZ Service ID No.	Qty	Minimum Service Period																	
Item 1: AZCN-00559-30	1	12 Months																	
Item 2: AZCN-00559-50	1	12 Months																	
Item 3: AZCN-00559-70	1	12 Months																	
Item 4: AZCN-00699-1	1	12 Months																	
Item 5: AZCN-00699-3	1	12 Months																	

This CSO (Customer Service Order) is a supplement to the State of Arizona Carrier and Broadband Provider Services Agreement CTR049872 ("Underlying Agreement") (CenturyLink Pramata ID: 1331492/3092791) and is between { State of AZ - Arizona Supreme Court (SPA) } and CenturyLink Communications, LLC., for the provisions of services. Pricing for this CSO is based on Attachment 4 Pricing Structure in the Underlying Agreement and the terms, service level agreements, special construction charges, and termination charges, as applicable, control to the extent of a conflict with the Underlying Agreement, provided that the conflicting terms do not modify the Underlying Agreement. This supplement becomes effective on the date all parties sign the CSO ("Initiation Date").

The customer represents and certifies that it is a Primary Customer or Other Customer authorized to purchase under the Underlying Agreement.

- In accordance with Scope of Work 3.5.1(2), the Service Level Agreement applicable to the Services under this CSO shall be found at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and <https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html>

Services ordered do included Special Construction Charges and/or "new infrastructure construction" Charges as defined in the Scope of Work 3.4.2

Non-Recurring Costs (NRC) and the Total Non Recurring Charge stated above reflect these charges that are agreed to by Customer.

- Early termination shall be in accordance to the Access Service Tariff No.4 Sec. 5.1.3 Special Construction. Access Service Tariff No.4 is available at http://www.centurylink.com/tariffs/az_qc_acc_t_no_4.pdf for services provided under this CSO, Customer agrees that termination liability will apply if the Minimum Service Period stated above is not met, calculated by Months remaining in the Minimum Service Period x Monthly Cost = MSP Liability
- Service Termination Notices. Customers notice of termination for Centurylink Services must be submitted via email: GBMdisconnects@lumen.com. Such termination is effective 30 days after Centurylink's receipt of the notice, unless a longer period is otherwise required.

External Link: http://www.centurylink.com/tariffs/az_qc_acc_t_no_4.pdf

Customer Name:	State of AZ - Arizona Supreme Court (SPA)
To verify eligibility, please visit https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative	
Signature:	_____
Date:	_____
Printed Name:	_____
Title:	_____
Phone Number:	_____
Address:	_____
	STREET
	CITY STATE ZIP CODE

CenturyLink Communications, LLC., Acting on behalf of itself and as agent for its affiliates		
Signature:	_____	
Date:	_____	
Printed Name:	_____	
Title:	Pricing Offer Management	
Phone Number:	(303)992-6942	
Address:	930 15th Street	
	STREET	
	Denver	CO 80202
	CITY	STATE ZIP CODE

MM PMO Initial

Contract OMR No.: R065758

Deal OMR No.: R797822

ContraX Version: 5P/ v3

2025 VVE 4211856158

May-14-2025 1:06:47 PM

Quote Prepared For:

Quote Prepared By:

State of AZ - Arizona Supreme Court (SPA)

Marcus Mitchell

Customer Name: State of AZ - Arizona Supreme Court (SPA)	Date: Wednesday May 14, 2025
Customer Address: 1501 W Washington St	Jurisdiction: INTRAstae
Phoenix AZ 85007	(2) Contract Term: 3 Year Term
<small>CITY STATE ZIP CODE</small>	

AZ Service ID	Product Description	Service Address	Minimum Service Period	Quantity	Monthly Recurring Charges (MRC)	One Time Charge or ** NRC	SUBTOTAL MONTHLY RECURRING CHARGES	SUBTOTAL ONE TIME CHARGES or ** NRC	(1) Special Construction Costs	(1) Special Construction Waiver	(1) Special Construction Billable	(1) Special Construction Charge
AZCN-00559-30	On-Net EPL Metro Ethernet Access Connection 1000baseT hand-off 30Mbps	767 N 1St Ave.San Luis, AZ 85349	12 Months	1	\$280.00	\$0.00	\$280.00	\$0.00	\$26,000.00	\$0.00	\$26,000.00	0.00
AZCN-00559-50	On-Net EPL Metro Ethernet Access Connection 1000baseT hand-off 50Mbps	767 N 1St Ave.San Luis, AZ 85349	12 Months	1	\$350.00	\$0.00	\$350.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	0.00
AZCN-00559-70	On-Net EPL Metro Ethernet Access Connection 1000baseT hand-off 70Mbps	767 N 1St Ave.San Luis, AZ 85349	12 Months	1	\$435.00	\$0.00	\$435.00	\$0.00	\$24,000.00	\$0.00	\$24,000.00	0.00
AZCN-00699-1	EVC	First EVC is \$0 Each additional is \$15	12 Months	1	\$15.00	\$0.00	\$15.00	\$0.00	0.00	\$0.00	\$0.00	0.00
AZCN-00699-3	QoS 5 Mbps Increments	As needed	12 Months	1	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00

Additional information (as applicable)

This is a Monthly Recurring Charge (MRC) Service Based Quote. Applicable NRC's and Usage Charges may apply. Waivers are subject to MSP and Contract Term as applicable.

This is for quoting purposes only. Only one bandwidth option to be selected. EVC and qos apply to final pricing once an option is selected.

Deal No.: R797822 Special Construction



SECTION TOTALS	Total Monthly Recurring Charges	* (4) Total One Time Charges ** NRC	Special Construction Total Cost	* (5) Special Construction Waiver	* (6) Special Construction Billable	* (7) Special Construction Charge
	\$1,080.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	\$0.00

This Quote is provided Per Scope of Work 3.6.4 [State] and 3.7.1 [Cooperative]

This quote is provided as an attachment to the Carrier Service Order. All Addresses, Products/Services, MRR, NRC, MSP, Special Construction, Conduit Charges, Contract Term and Waivers are indicated within the scope of this quote and subject to the Carrier Service Order Terms and Conditions.

By signing the provided Carrier Service Order you are acknowledging this quote and attachments in its entirety.

Applicable Waivers	
Applicable NRC Waiver(s) Applied:	\$0.00
* (5) Total Construction Waiver(s) Applied:	\$0.00

Carrier Services Quote Totals	
Total Monthly Recurring Charges Due:	\$1,080.00
Total Monthly Recurring Charges will be indicated on the attached CSO.	
Total Non Recurring Charges Due:	\$75000.00
Total Non Recurring Charges will be indicated on the attached CSO*(4),*(6) and *(7)	

TERMS AND CONDITIONS - All products and services listed are governed by tariffs, terms of service, or terms and conditions of Customer Service Order and State MSA contract CTR049872.

*** MINIMUM SERVICE PERIOD** - The Minimum Service Period is product and/or service specific as indicated in this quote offer. Minimum Service Period of 12 months is required on all Products, unless otherwise noted.

**** NRC Waiver** - Waived CenturyLink NRCs specified above are waived so long as such Services remains installed and used by Customer for at least the * Minimum Service Period of consecutive months ("Minimum Waiver Term"). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the * Minimum Service Period for reasons other than a default by CenturyLink, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section.

SLA - In accordance with Scope of Work, 3.5.1 Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at <https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html> and <http://www.centurylink.com/legal/sla.html>

SERVICE AVAILABILITY - Service may be subject to network disclosure and availability in some areas. Check with your local sales team for further details.

(1) SPECIAL CONSTRUCTION CHARGES - Special Construction charges may be amortized via a increase in the monthly recurring payments and will be subject to the terms and conditions of the CSO. If a customer disconnects service prior to the end of the "(2) Contract Term", Early Termination Charges will equal all recurring cost plus all amortized NRC multiplied by the remaining months on Term. Early Termination Charges will not apply if services are terminated due to non-appropriation as otherwise stated in the Contract, except for Termination Charges related to unpaid NRC or amortized NRC.

(2) CONTRACT TERM - The Term for Non-Erate Contracts is three years and services may be ordered through the last day prior to expiration date of June 30, 2025, for a full three year term. The Term for E-Rate only Contracts will expire June 30, 2025. There are no exceptions to these terms. (2) Contract Term is separate and independent of the * Minimum Service Period.

(3) VOICE SERVICES DOMESTIC LONG DISTANCE (LD) is at the State contracted price per minute as indicated in the International Voice Rates tab of the state contract. CSO agreement will indicate "LD Usage Based Service" and is charged based on a per minute of usage.

TARIFFS - FCC ACCESS SERVICE TARIFF NO. 11 / ACCESS SERVICE TARIFF NO. 4 as applicable and as indicated in attached Customer Service Order.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 09/10/2025

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2025-10. An Order of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Agreement between the City of San Luis and the City of Yuma for use of the City of Yuma Public Safety Training Facility. **(Emmanuel Botello, Lieutenant)**

SUMMARY:

The San Luis Police Department is requesting approval of the Intergovernmental Agreement between the City of San Luis and the City of Yuma. The City of Yuma owns a Public Safety Training Facility and will allow the San Luis Police Department to use the facility for training purposes when needed. The Yuma Police Department and San Luis Police Department often collaborate in areas of law enforcement and public safety. Resolution No. R2025-052 was approved by the Yuma City Council on 6/4/2025, approving the IGA for the use of the City of Yuma Public Training Facility. The agreement shall be for a term of five (5) years starting on the effective date of the signature of the last signing party. This agreement can be renewed for one (1) additional five (5) year period upon written request from the user agency to the City.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT ORDER NO. 2025-10 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):
N/A

Attachments

Order No. 2025-10 & IGA





Order

No. 2025-10

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF YUMA ON BEHALF OF THE YUMA POLICE DEPARTMENT FOR USE OF THE CITY OF YUMA PUBLIC SAFETY TRAINING FACILITY

WHEREAS, the City of Yuma (City) owns a Public Safety Training Facility that the City sometimes makes available to other governmental agencies for training of personnel and related activities; and,

WHEREAS, the City of San Luis on behalf of its Police Department as the User Agency desires to use the City of Yuma Public Safety Training Facility for training of their sworn peace officers and other personnel; and,

WHEREAS, the Yuma Police Department and San Luis Police Department often collaborate in areas of law enforcement and public safety; and,

WHEREAS, the City and San Luis Police Department value their cooperative working relationship; and,

WHEREAS, it is in the best interest of the City and the public safety and interest of the community region to ensure San Luis Police Department has access to facilities that enable the San Luis Police Department to provide ongoing training to personnel.

IT IS ORDERED by the Mayor and Council of the City of San Luis, State of Arizona as follows:

Section 1: The City Council finds entering into an intergovernmental agreement with the City of Yuma on behalf of its Police Department to use the City of Yuma Public Training Facility is in the public interest.

Section 2: The document titled *Intergovernmental Agreement between the City of Yuma and San Luis Police Department for use of the City of Yuma Public Safety Training Facility*, attached and incorporated by reference, is approved in accordance with its terms.

Section 3: The City Administrator is authorized and directed to execute the Intergovernmental Agreement on behalf of the City of San Luis.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this _____ day of September 2025.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City
Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR
USE OF THE CITY OF THE YUMA PUBLIC SAFETY TRAINING FACILITY**

This Intergovernmental Agreement for Use of the City of Yuma Public Safety Training Facility ("Agreement") is entered into by and between the City of San Luis, Arizona ("User Agency") and the City of Yuma ("City"). User Agency and the City may be referred to individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City owns a Public Safety Training Facility ("PSTF") that it makes available to other governmental agencies for training of personnel and related activities; and

WHEREAS, the User Agency is a governmental agency operating within Yuma County; and

WHEREAS, the Yuma Police Department ("YPD") and the San Luis Police Department often collaborate in areas of law enforcement and public safety; and

WHEREAS, the City and User Agency value their cooperative working relationship; and

WHEREAS, User Agency desires to use the PSTF for training; and

WHEREAS, it is in the best interest of the City to ensure User Agency has access to facilities that enable it to provide ongoing training to personnel.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree to the following terms and conditions:

- 1) **USE OF THE PSTF.** User Agency may use the PSTF for training of sworn peace officers, special agents, fire fighters, civilian personnel, and volunteers, or such other uses as deemed appropriate by mutual written agreement of the Parties. User Agency shall schedule its use of the PSTF at least thirty (30) days before the planned use by contacting YPD.
- 2) **AUTHORITY.** The City is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952, *et. seq.*, Article III, Section 13 of the Charter of the City of Yuma. User Agency is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 *et seq.*
- 3) **EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last signing Party.
- 4) **TERM; TERMINATION.** This Agreement shall be for a term of five (5) years starting on the Effective Date ("Initial Term"). This Agreement may be renewed for one (1) additional five (5) year period ("Renewal Term") upon written request from the User Agency to the City not less than sixty (60) days prior to the date of expiration of the Initial Term. The decision to renew shall be in the sole discretion of the City.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days' written notice to the other Party. Within ten (10) days following termination or non-renewal of this Agreement, the User Agency shall return all property belonging to the City unless otherwise agreed in writing by the Parties.

- 5) **USE FEES AND OTHER CHARGES.** User Agency acknowledges the City may opt to charge for the use of the PSTF in such amounts as may be established by the City and incorporated into a written fee schedule. The City will provide User Agency with written notice of the fee schedule prior to implementation. In the event User Agency does not agree with the fee schedule, User Agency may terminate this Agreement as provided in Section 4. The User Agency agrees to pay for all consumable product replacement, repair and/or replacement of all City property or City loaned equipment at the PSTF that is damaged, destroyed or rendered inoperable because of the User Agency's use of the PSTF. Use fees and other charges shall be due and payable within thirty (30) days of receipt of the City's written itemized invoice.
- 6) **EQUIPMENT REQUIREMENTS.** Prior to the User Agency's use of the PSTF, the City shall provide User Agency a written list specifying the supplies and equipment necessary for the User Agency to safely and properly use the PSTF. The User Agency shall, at its sole cost, obtain all listed equipment and supplies prior to its use of the PSTF.
- 7) **SUPERVISION AND CONTROL.** The City may assign a monitor to ensure User Agency uses the PSTF appropriately. User Agency shall supply its own instructors and support personnel. The City reserves the right to immediately terminate User Agency's use of the PSTF if, in the City's sole discretion, it is determined that such use has resulted in or may result in damage to the PSTF or if such use otherwise presents a threat to the safety of persons or property.
- 8) **RELATIONSHIP OF THE PARTIES.** Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Each Party is solely liable for any workers' compensation or other benefits received by their respective employees. Each Party is responsible for the supervision and management of its own personnel. The Parties shall not exchange funds or personnel as a provision of this Agreement.
- 9) **NON-DISCRIMINATION.** The Parties shall comply with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2023-01, amending State Executive Orders 2003-22 and 2009-09, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

10) **INSURANCE**

a) **General**

- i) **Review of Coverage.** The City reserves the right to review all insurance policies and endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of compliance with the insurance requirements, or failure to identify any insurance deficiency, shall not relieve User Agency from, or waive, its obligation to maintain the required insurance during the performance of this Agreement.
- ii) **Additional Insured.** All insurance coverage, self-insured retention, and deductibles, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds, to the fullest extent permitted by law for claims arising out of the performance of this Agreement.

- iii) Coverage Term. All insurance shall be maintained in full force and effect until this Agreement is terminated, except as set forth in Section 10(a)(v).
- iv) Insurance. User Agency's insurance shall be endorsed to indicate it is primary, non-contributory insurance with respect to performance of this Agreement and shall be at least as broad as ISO CG 20 01 04 13.
- v) Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past termination of this Agreement. Annually, User Agency shall submit Certificates of Insurance to the City reflecting applicable coverage is in force and contains the provisions for the three-year period.
- vi) Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the actions, inactions, work and services of User Agency. Subrogation waivers shall be incorporated into each policy by written endorsement.
- vii) Policy Deductibles and Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. User Agency shall be solely responsible for any such deductible or self-insured retention amount.
- viii) Evidence of Insurance. Prior to using the PSTF, User Agency will provide the City with a certificate(s) of insurance and a copy of the declaration page(s) of the required insurance policy(ies), issued by User Agency's insurance insurer(s). The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, User Agency shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the title of this Agreement. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
 - (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability
 - (b) Auto Liability
 - (c) Excess Liability
 - (2) User Agency's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
 - (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by User Agency under this Agreement.

b) Required Insurance Coverage

- i) Commercial General Liability. User Agency shall maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
 - ii) Vehicle Liability. If User Agency drives any vehicles as part of its use of the PSTF, User Agency shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on User Agency’s owned, hired and non-owned vehicles assigned to or used in the performance of the User Agency’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
 - iii) Workers’ Compensation Insurance. User Agency shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over User Agency’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- c) Cancellation and Expiration Notice. The required insurance shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

11) INDEMNIFICATION

- a) Assumption of Risk; Indemnity. User Agency agrees to conduct its activities at the PSTF in a careful and safe manner. User Agency agrees to assume all risk of damage to, loss, or theft of User Agency’s property or that of persons attending or participating in User Agency’s activities while such property is located or used at the PSTF. User Agency agrees to assume all risk for damage to the PSTF, and injury or death to persons at the PSTF, to the extent arising from or related to User Agency’s use or occupancy of the PSTF.

- (a) User Agency agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent allowed by law. In the event of damage, loss, injury, or death arising from User Agency's use of or activities at the PSTF, the person or entity suffering the loss may submit a claim to User Agency, and such claim will be processed and paid in accordance with applicable law.
- (b) Insurance coverage requirements of this Agreement are not to be construed as limiting the scope of the indemnity in this Agreement.

b) Limitation on Negligence of the City; PSTF Accepted "As Is." User Agency acknowledges and agrees the City has given User Agency full prior access to all portions of the PSTF for inspection of the PSTF to determine its suitability for the intended use. The City agrees to provide access for inspection, upon request, to User Agency prior to its scheduled use. User Agency avows that User Agency's personnel conducting the inspections have all relevant structural, materials, electrical and other expertise necessary to make such a determination, and that any failure of User Agency's personnel to locate a defect that may lead to any of the losses, damage or liability indemnified against in paragraph (a) above, or User Agency's failure to inspect, will constitute negligence on the part of the User Agency and its inspectors, and will not be considered negligence on the part of the City. The City is providing User Agency with the use of the PSTF solely on an "As Is" basis. User Agency agrees not to conduct any activities on any portion of the PSTF that User Agency and its qualified employees have not fully inspected and found to be suitable and safe for the intended use at the time such use is undertaken.

12) **WAIVER.** No provision in this Agreement shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.

13) **INSTITUTIONAL REVIEW PROCESS.** Prior to the use of the PSTF, User Agency shall deliver to the City written descriptions of the User Agency's training program and intended uses and activities, including any special devices used in the training experience. User Agency agrees that the City may request intended activities not be undertaken, if, in the City's discretion, the activities pose risk to people or property. The City's failure to object to any activities so disclosed shall not constitute negligence on the part of the City under any circumstances, and User Agency shall remain fully responsible for the safe conduct of all such activities. User Agency hereby acknowledges and agrees that no explosive charges will be detonated without the prior written consent of the City and that no live firearms will be discharged during any User Agency's use of the PSTF.

14) **ENVIRONMENTAL REGULATIONS.** User Agency will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about the PSTF, or transported to or from the PSTF, by User Agency, User Agency's officers, employees, contractors, invitees, agents, or persons attending or participating in User Agency's activities, without first obtaining the City's written consent, which the City has the sole discretion to grant and to revoke at any time. If the City consents, all Hazardous Substances must be handled at User Agency's sole costs and expense, in compliance

with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If User Agency breaches these obligations or if the presence of Hazardous Substances on, in or about the PSTF caused or permitted by User Agency results in contamination of any part of the PSTF, or if contamination by Hazardous Substance otherwise occurs in a manner for which User Agency is legally liable, then User Agency will indemnify and hold harmless the City from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including without limitation, any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this Agreement as a result of any breach or contamination. Without limitation, if User Agency causes or permits the presence of any Hazardous Substance on, in or about the PSTF and this results in contamination of any part of the PSTF, User Agency will promptly, at its sole cost and expense, take all necessary actions to return the PSTF and any adjacent properties and structures to the condition existing prior to the presence of any Hazardous Substance. User Agency shall first obtain the City's approval for any such remedial action. "Hazardous Waste" or a "Hazardous Substance" as used herein are defined terms pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.



- 15) **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect use of the PSTF. There are no representations or agreements other than those contained in this Agreement. Any amendment or modification of this Agreement shall be made in writing and executed by authorized representatives of the Parties.
- 16) **SEVERABILITY.** The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.
- 17) **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.
- 18) **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Arizona. All judicial proceedings arising from or related to this Agreement shall be instituted and maintained in a court of competent jurisdiction in Yuma County, Arizona (or, as may be appropriate, in the United States District Court for the District of Arizona, if, and only if, a Yuma County court lacks jurisdiction). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 19) **CONFLICT OF INTEREST.** This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein.
- 20) **NOTICES.** All notices and correspondence between the Parties regarding this Agreement shall be in writing and shall be deemed given if delivered in person, by electronic mail with delivery receipt, or ten (10) days after mailing, by United States registered or certified mail, postage prepaid, and addressed to persons below. In the event the contact information or notice destination of a Party changes, it shall notify the other Party of the new information, in writing, within five (5) business days.

<p>City of Yuma</p> <p>Nathan Dusek Law Enforcement Training Supervisor Yuma Police Department 1500 South 1st Avenue Yuma, Arizona 85364 (928) 373-4700</p>	<p>City of San Luis</p> <p>Nigel I. Reynoso Chief of Police San Luis Police Department 1030 E Union St San Luis, Arizona 85349 (928) 341-2420</p>
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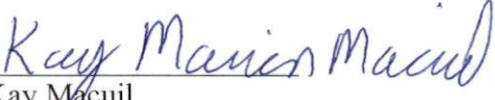
- 21) **ASSIGNMENT**. This contract is not assignable unless both Parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both Parties.
- 22) **EMPLOYMENT ELIGIBILITY**. Each Party warrants, and shall require its subcontractors to warrant, that it follows all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 41-4401 and 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The Parties retain the legal right to inspect the papers of any Party or subcontractor employee who works on this Agreement to ensure that the other Party or its subcontractors are complying with this warranty.
- 23) **RIGHTS/OBLIGATIONS OF PARTIES ONLY**. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. This Agreement shall not create any rights or duties in favor of any potential third-party beneficiary or other person, agency or organization.
- 24) **IMPOSSIBILITY**. No Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, global or national pandemics, acts of God or of the public enemy, flood or storm, strikes, court decision order, or statutory regulation or rule of any federal, state or local government, or any agency thereof.
- 25) **ATTORNEY'S FEES**. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 26) **AUTOMATIC INCLUSION**. All applicable Federal, State and local laws, court orders and decisions, Executive Orders, rules and regulations not specifically referenced herein are deemed automatically incorporated.
- 27) **AUTHORITY OF SIGNATORIES**. The persons executing this Agreement on behalf of the Parties represent and guarantee they are authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied to legally bind the entity to the terms of this Agreement.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

Yuma Police Department _____ Thomas Garrity Chief of Police Date: _____	San Luis Police Department  _____ Nigel I. Reynoso Chief of Police Date: <u>7/21/25</u>
City of Yuma, Arizona _____ Jay Simonton City Administrator Date: _____	City of San Luis, Arizona  _____ Nieves Riedel Mayor Date: _____
ATTEST _____ Lynda Bushong City Clerk Date: _____	ATTEST _____ Sonia Cornelio, City Clerk Date: _____

In accordance with the requirements of A.R.S. § 11-952, the undersigned attorneys acknowledge: (1) they reviewed the above Agreement on behalf of their clients; and, (2) they have determined this Agreement is in proper form and is within the powers and authority granted to their clients by the laws of the State of Arizona.

City of Yuma _____ Richard W. Files City Attorney Date: _____	City of San Luis  _____ Kay Macuil City Attorney Date: _____
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AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. F.

Meeting Date: 09/10/2025

Department Head: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2374. A Resolution of the Mayor and City Council of the City of San Luis, increasing the fee for collection services on delinquent water and wastewater accounts . **(Edgar Esparza, Billing & Collections Manager)**

- A. Staff Presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Resolution No. 2374

SUMMARY:

On July 13, 2011, the City passed Ordinance No.314, which is codified at City Code § 13.15.230(D), which says:

"The City may elect to assign any and all utility accounts considered delinquent with unpaid charges, fees, or assessments to a collection agency or attorney to collect, in addition to the disconnection of any and all services."

On March 8, 2020, the City of San Luis entered into an agreement with Valley Collection Services, LLC, to recover any debt on its utility and ambulance accounts. Valley Collection Agency established a commission fee of 20% on all collections made on our utility accounts. The city elected to add this fee to the customer's utilities account balance. The City recovers 100% of the outstanding amount, and a 20% commission is charged to the account. However, due to the low collection rate of Valley Collection Services, LLC, Billing and Collection explored the option of transferring our accounts to Browns Collection Services, a local collection agency in the Yuma County area. However, Browns Collection Services has a different commission structure and higher commission fees as follows:

- 25% commission fee on the amounts collected
- 30% commission fee on all accounts with a balance of under \$25.00
- 40% commission fee on accounts referred out of the State of Arizona

Because this is a fee increase, there is a legal notice and public hearing requirement. Staff have complied with the notice of this public hearing by September 10, 2025.

The attached Resolution adopts the fee structure of Brown's Collection Services.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF PRESENTATION

B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING

C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM

D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING

E. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2374 AS PRESENTED

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Please see the fiscal impact statement.

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):

Staff is recommending the change in collection agencies to get better collection results. However, any fiscal impact will not be known until we have some history to compare with the current collection agency.

Attachments

Notice of Intent

Brown's Collection Agreement

Resolution No.2374

**NOTICE OF INTENT
TO INCREASE THE COLLECTIONS COMMISSION RATE FOR WATER AND
WASTEWATER SERVICES UNDER A.R.S. § 9-511.01 and SAN LUIS CITY
CODE §52-018(D)**

On September 10, 2025, City Council will hold a public hearing.

Public Hearing:

Topic: Consider and possible adopt an increase in the collections commission fee for delinquent water and wastewater accounts submitted to a collections service.

The new collections commission fee would begin on October 10, 2025.

Date: Regular City Council Meeting, September 10, 2025

Time: 6:00 p.m. or after

Place: San Luis City Hall
1090 E. Union Street
San Luis, AZ

Purpose: Receive public comments (verbal or written)

Authority: This notice complies with ARS § 9-511.01 and ARS § 9-499.15

City Council will act immediately after the Public Hearing.

For more information, filed and available in the Office of the City Clerk at the above address for City Hall and posted on the San Luis website home page under "Public Notices" <https://www.sanluisaz.gov> are:

- (1) Collections Pamphlet
- (2) Brown's Collections Agreement

Posted June 19, 2025.

The State of Arizona, Department of Financial Institutions requires that all collection agencies must obtain a written collection agency agreement with their clients before any collection efforts can begin. Superintendent of Banks pursuant to A.R.S. Sec 6-123(3), Department of Financial Institutions, 2910 N. 44th St, Suite 310, Phoenix, AZ 85018.

Client Collection Agreement

This agreement, made and entered into, on the date last written by and between:

Client's Name  **City of San Luis, Arizona**

herein referred to as the "Client" and Brown's Collection Service, 2607 S. Fourth Ave. Suite B12, Yuma, Arizona 85364 (928) 782-1891, an Arizona Corporation, hereinafter referred to as the "Collection Agency".

WITNESSETH:

Now therefore, in consideration of the mutual covenants and conditions herein contained, the parties have agreed as follows:

1. The Collection Agency agrees to accept all accounts referred by the Client for collection and agrees to utilize its best efforts to collect the aforesaid accounts. The Collection Agency will act at all times, in the best interest of the Client.
2. As compensation for the services of the Collection Agency, the Client agrees to pay the Collection Agency a commission as follows, including but not limited to Ambulance, City Water, Sewer and Garbage, Tax Assessments, Municipal Tickets, Property Fines, Planning & Zoning fines, Professional licenses, Business Licenses, and any other entity or facility of City of San Luis, Arizona.
 - A. On all accounts referred, the Collection Agency's commission will be **25 Percent** of the amounts collected. This includes remittance paid direct to the Collection Agency and remittance paid direct to the Client, while the said account is in collection.
 - B. On all accounts referred by the Client that are under Twenty Five Dollars (\$25.00), the Collection Agency's commission will be **30 Percent** of the amounts collected.
 - C. On all accounts referred out of the State of Arizona to another agency for collection and on all accounts referred to an attorney, and/or legal action, the Collection Agency's commission will be **40 Percent** of the amounts collected.

Noted: It is expressly understood and agreed, that upon signature and execution of this agreement by The Client and The Collection Agency that:

the Collection Agency will immediately revise the current/prior commission rate (due the agency) to the commission rate stated above 2 A,B, & C, on all prior unpaid referrals, and the all future referrals will reflect the commission rate stated above 2 A,B, & C

3. It is expressly understood between parties that the Collection Agency is not authorized to institute any litigation on behalf of the Client, unless and until it has obtained written consent from the Client.
4. The parties agree that the Collection Agency will remit the Client's portion of the amounts collected by the Collection Agency, on accounts paid directly to the Collection Agency, to the Client within thirty (30) days from the last day of the month in which the money was collected. The Client will report to the agency promptly, all payments made directly to the client on accounts placed with the agency. It is understood and agreed that the Collection Agency is due commission on payments received on any account placed for collection, whether the money is paid to the Agency, or direct to the Client.
5. The Client retains the right to cancel or request the return of any account referred to the Collection Agency, in writing, at any time after a period of ninety (90) days from the date the account was referred, except those accounts wherein litigation has been filed. Cancellation of an account in litigation may require the Collection Agency to be reimbursed for any court cost that was expended by the Collection Agency. Reimbursement, if any, would apply to the documented amount of filing fee, process server's fee, attorney's fee, or garnishment fee.

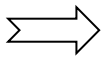
6. The parties agree that once an account has been referred to the Collection Agency, that the Collection Agency is entitled to a commission as so indicated in paragraphs 2, A, B, & C, on any money or consideration received by Client or paid directly or indirectly to the office of the Client. The Client acknowledges, in accordance with all Fair Credit Reporting Act and Fair Debt Collection Practices Act, all unpaid accounts will be reported to the credit repositories, Experian, Equifax, and Trans Union, and agrees to promptly notify the Collection Agency of any payment made directly to the Client on any account that has been referred to the Collection Agency.
7. Parties agree to comply with all federal, state, and local statutes, laws, ordinances, rule and regulations, including, but not limited to, abiding by the Fair Debt Collection Practices Act (PL 95-109) and the Fair Credit Reporting Act (FCR 15 USC 1681), and HIPAA. The Client agrees that it will utilize its best effort to make sure that the information, including the veracity of the debt and the amount owing, is true and correct, and it will not knowingly submit false information to the Collection Agency, that could subsequently become a part of the debtor's credit file.
8. Both parties, herein, agree to hold each other harmless from any and all liability resulting from the actions of Collection Agency, The Client, its officers, agents or employees, arising from or in any way connected with the collection of the Client's accounts.
9. The Collection Agency agrees to add only the authorized amount of interest to the Clients accounts. If such interest is collected, the Collection Agency agrees to remit the collected interest in the same manner and commission rate as specified in paragraph 2 A,B & C of this agreement. Both parties agree that The Collection Agency will be liable for any or all court costs and attorney's fees unless otherwise specified in writing, and as specified in paragraph 5 of this agreement, as pertains to cancelled accounts in litigation. Any money collected on accounts referred for litigation will be applied to satisfy any court cost or attorney fees first and said collected court cost or attorneys will not be shared with the Client.
10. This agreement will remain in full force and effect for a period of one year, commencing upon the date of execution and the same will be automatically renewed at the end of each year, unless either party gives written notice of its intention to cancel same, at least thirty (30) days prior to the expiration hereof.
11. 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 Parties.
12. If any other provision of this agreement is declared void or unenforceable, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect.
13. The Parties shall certify that they and all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394. Further, thus agreement is subject to the cancellation provisions of A.R.S. § 38-511.
14. The Collection Agency 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 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement.
15. 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 any other provision of this Agreement.
- 16.1.1 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.
17. 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.
18. 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.
19. 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.
20. All representations and warranties of the Collection Agency, their indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this agreement.
21. Time is of the essence in this agreement.

22. No officer, elected official, employee, or agent of the City shall be personally liable to the Collection Agency, 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 Collection Agency 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 Collection Agency under this Agreement shall be limited solely to the assets of the Collection Agency 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 Collection Agency; (ii) the shareholders, members or managers or constituent partners of the Collection Agency; or (iii) officers of the Collection Agency.


23. 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.

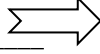
24. This Agreement may be executed in counterparts, any of which shall be deemed to be an original. Electronically scanned signatures are the same as the original. However, the Collection Agency shall provide the City with the original signature to record the contract.

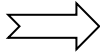
In witness whereof the parties have hereunto set their hands this

 _____ Day of _____, _____
(day) (month) (year)

**Browns Collection Service 1700 S. First Ave. #211
Yuma, AZ 85364 928 782-1891 or 782-3826**

Brandi Brown Frazer 

Brandi Brown Frazer, Brown's Collection Service **Client/Company Name**
General Manager 

Title **Signature**


Title

Client Information Card

Company Name _____
(as it appears on client agreement)

Taxpayer ID # _____

Billing Address _____

Physical Address _____

Phone Number _____

Fax Number _____

Person to Contact: _____

Additional Info. about your company _____

Were you referred to our agency? _____

If so, who referred you? _____

Please return to: **Browns Collection Service**
2607 S. 4th Ave #B12 Yuma, AZ 85364
928-782-1891 www.BrownsNCB.com



Resolution

No. 2374

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA INCREASING THE COMMISSION FEE FOR COLLECTION SERVICES ON DELINQUENT WATER AND WASTEWATER ACCOUNTS; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1: Any delinquent utility account with unpaid charges, fees, assessments, in addition to the disconnection of any and all services, will be assigned to a collection agency. For these accounts, the commission fee of the collection agency will be added to the account balance. The commission fee of the collection agency will be as follows:

- 25% commission fee on the amounts collected
- 30% commission fee on all accounts with a balance of under \$25.00
- 40% commission fee on accounts referred out of the State of Arizona

Section 2: If a conflict arises between the provisions of this Resolution and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Resolution shall govern.

Section 3: If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or controlling legislation, such decision or law shall not affect the validity of the remaining portion of this Resolution.

Section 4: The City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of September 2025.

City of San Luis, Arizona

Nieves Riedel, Mayor

Attest:

Approved As to Form

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. G.

Meeting Date: 09/10/2025

Department Head: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement between Brown's Collection Service and the City of San Luis for the implementation of a collection agency to achieve maximum recovery of debt. **(Roula Encinas, Finance Director, and Edgar Esparza, Billing and Collections Manager)**

SUMMARY:

On March 8, 2020, the City of San Luis entered into an agreement with Valley Collection Services, LLC, to recover any debt on its utility and ambulance accounts. Valley Collection Agency established a commission fee of 20% on all collections made. The city elected to add this fee to the customer's utilities account balance to recover 100% of the outstanding amount. On our ambulance accounts, the collection commission fee was taken from the account's balance.

However, due to the low collection rate of Valley Collection Services, LLC, Billing and Collections, and Ambulance Billing are looking into transferring our accounts to Browns Collection Service. This agency is local to the Yuma County area which will help with the collection rate. The commission fees of Browns Collection Agency are as follows:

- 25% commission fee on the amounts collected
- 30% commission fee on all accounts with a balance under \$25.00
- 40% commission fee on accounts referred out of the State of Arizona

For Billing and Collections, the commission fee will be added to the account's balance. For Ambulance Billing, the commission fee will be taken from the account balance.

We contacted other customers of Brown's Collection Service and received good feedback about Brown's Collections. To name a few of the customers, City of Somerton Ambulance, Yuma County Public Health Services, Yuma County House Department, Yuma Juvenile Court Center, Yuma School District One, and Onvida Health, to name a few. Attached is a list of the customers being served by Brown's Collection Service.

While Brown's Collection Services emphasizes maximizing collections for its clients, it is also very important for them to do this with an ethical and professional approach.

Ordinance No. 314 (Codified in the San Luis City Code at § 13.15.230 (D))

Other than approving the contract with a collection agency, there will not be a need to adopt a new ordinance, as the city already has an ordinance in place. Ordinance No. 314 in its Section 2 (D), states

that “The city may elect to assign any and all utility accounts considered delinquent with unpaid charges, fees, or assessments to a collection agency or attorney to collect, in addition to the disconnection of any and all services.”

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BROWN COLLECTION SERVICE AGREEMENT, AS PRESENTED.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact associated with this item.

Attachments

Browns Collection Agreement

Ordinance No.314

City Code § 13.15.230

The State of Arizona, Department of Financial Institutions requires that all collection agencies must obtain a written collection agency agreement with their clients before any collection efforts can begin. Superintendent of Banks pursuant to A.R.S. Sec 6-123(3), Department of Financial Institutions, 2910 N. 44th St, Suite 310, Phoenix, AZ 85018.

Client Collection Agreement

This agreement, made and entered into, on the date last written by and between:

Client's Name  **City of San Luis, Arizona**

herein referred to as the "Client" and Brown's Collection Service, 2607 S. Fourth Ave. Suite B12, Yuma, Arizona 85364 (928) 782-1891, an Arizona Corporation, hereinafter referred to as the "Collection Agency".

WITNESSETH:

Now therefore, in consideration of the mutual covenants and conditions herein contained, the parties have agreed as follows:

1. The Collection Agency agrees to accept all accounts referred by the Client for collection and agrees to utilize its best efforts to collect the aforesaid accounts. The Collection Agency will act at all times, in the best interest of the Client.
2. As compensation for the services of the Collection Agency, the Client agrees to pay the Collection Agency a commission as follows, including but not limited to Ambulance, City Water, Sewer and Garbage, Tax Assessments, Municipal Tickets, Property Fines, Planning & Zoning fines, Professional licenses, Business Licenses, and any other entity or facility of City of San Luis, Arizona.
 - A. On all accounts referred, the Collection Agency's commission will be **25 Percent** of the amounts collected. This includes remittance paid direct to the Collection Agency and remittance paid direct to the Client, while the said account is in collection.
 - B. On all accounts referred by the Client that are under Twenty Five Dollars (\$25.00), the Collection Agency's commission will be **30 Percent** of the amounts collected.
 - C. On all accounts referred out of the State of Arizona to another agency for collection and on all accounts referred to an attorney, and/or legal action, the Collection Agency's commission will be **40 Percent** of the amounts collected.

Noted: It is expressly understood and agreed, that upon signature and execution of this agreement by The Client and The Collection Agency that:

the Collection Agency will immediately revise the current/prior commission rate (due the agency) to the commission rate stated above 2 A,B, & C, on all prior unpaid referrals, and the all future referrals will reflect the commission rate stated above 2 A,B, & C

3. It is expressly understood between parties that the Collection Agency is not authorized to institute any litigation on behalf of the Client, unless and until it has obtained written consent from the Client.
4. The parties agree that the Collection Agency will remit the Client's portion of the amounts collected by the Collection Agency, on accounts paid directly to the Collection Agency, to the Client within thirty (30) days from the last day of the month in which the money was collected. The Client will report to the agency promptly, all payments made directly to the client on accounts placed with the agency. It is understood and agreed that the Collection Agency is due commission on payments received on any account placed for collection, whether the money is paid to the Agency, or direct to the Client.
5. The Client retains the right to cancel or request the return of any account referred to the Collection Agency, in writing, at any time after a period of ninety (90) days from the date the account was referred, except those accounts wherein litigation has been filed. Cancellation of an account in litigation may require the Collection Agency to be reimbursed for any court cost that was expended by the Collection Agency. Reimbursement, if any, would apply to the documented amount of filing fee, process server's fee, attorney's fee, or garnishment fee.

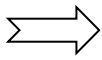
6. The parties agree that once an account has been referred to the Collection Agency, that the Collection Agency is entitled to a commission as so indicated in paragraphs 2, A, B, & C, on any money or consideration received by Client or paid directly or indirectly to the office of the Client. The Client acknowledges, in accordance with all Fair Credit Reporting Act and Fair Debt Collection Practices Act, all unpaid accounts will be reported to the credit repositories, Experian, Equifax, and Trans Union, and agrees to promptly notify the Collection Agency of any payment made directly to the Client on any account that has been referred to the Collection Agency.
7. Parties agree to comply with all federal, state, and local statutes, laws, ordinances, rule and regulations, including, but not limited to, abiding by the Fair Debt Collection Practices Act (PL 95-109) and the Fair Credit Reporting Act (FCR 15 USC 1681), and HIPAA. The Client agrees that it will utilize its best effort to make sure that the information, including the veracity of the debt and the amount owing, is true and correct, and it will not knowingly submit false information to the Collection Agency, that could subsequently become a part of the debtor's credit file.
8. Both parties, herein, agree to hold each other harmless from any and all liability resulting from the actions of Collection Agency, The Client, its officers, agents or employees, arising from or in any way connected with the collection of the Client's accounts.
9. The Collection Agency agrees to add only the authorized amount of interest to the Clients accounts. If such interest is collected, the Collection Agency agrees to remit the collected interest in the same manner and commission rate as specified in paragraph 2 A,B & C of this agreement. Both parties agree that The Collection Agency will be liable for any or all court costs and attorney's fees unless otherwise specified in writing, and as specified in paragraph 5 of this agreement, as pertains to cancelled accounts in litigation. Any money collected on accounts referred for litigation will be applied to satisfy any court cost or attorney fees first and said collected court cost or attorneys will not be shared with the Client.
10. This agreement will remain in full force and effect for a period of one year, commencing upon the date of execution and the same will be automatically renewed at the end of each year, unless either party gives written notice of its intention to cancel same, at least thirty (30) days prior to the expiration hereof.
11. 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 Parties.
12. If any other provision of this agreement is declared void or unenforceable, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect.
13. The Parties shall certify that they and all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394. Further, thus agreement is subject to the cancellation provisions of A.R.S. § 38-511.
14. The Collection Agency 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 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement.
15. 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 any other provision of this Agreement.
- 16.1.1 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.
17. 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.
18. 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.
19. 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.
20. All representations and warranties of the Collection Agency, their indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this agreement.
21. Time is of the essence in this agreement.

22. No officer, elected official, employee, or agent of the City shall be personally liable to the Collection Agency, 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 Collection Agency 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 Collection Agency under this Agreement shall be limited solely to the assets of the Collection Agency 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 Collection Agency; (ii) the shareholders, members or managers or constituent partners of the Collection Agency; or (iii) officers of the Collection Agency.

23. 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.

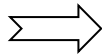
24. This Agreement may be executed in counterparts, any of which shall be deemed to be an original. Electronically scanned signatures are the same as the original. However, the Collection Agency shall provide the City with the original signature to record the contract.

In witness whereof the parties have hereunto set their hands this

 _____ Day of _____, _____
(day) (month) (year)

**Browns Collection Service 1700 S. First Ave. #211
Yuma, AZ 85364 928 782-1891 or 782-3826**

Brandi Brown Frazer



**Brandi Brown Frazer, Brown's Collection Service
General Manager**

Client/Company Name

Title

Signature

Title

Client Information Card

Company Name _____
(as it appears on client agreement)

Taxpayer ID # _____

Billing Address _____

Physical Address _____

Phone Number _____

Fax Number _____

Person to Contact: _____

Additional Info. about your company _____

Were you referred to our agency? _____

If so, who referred you? _____

Please return to: **Browns Collection Service**
2607 S. 4th Ave #B12 Yuma, AZ 85364
928-782-1891 www.BrownsNCB.com



Ordinance

NO. 314

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

**AN ORDINANCE OF THE CITY OF SAN LUIS, ARIZONA AMENDING
UTILITY PROCEDURES AND PRACTICES FOR WATER,
WASTEWATER AND SOLID WASTE SERVICES; REPEALING ANY
CONFLICTING PROVISIONS, AND PROVIDING FOR SEVERABILITY**

WHEREAS, the City of San Luis, Arizona operates the water and wastewater systems of the City and provides sanitation services as enterprise funds;

WHEREAS policies, practices, and charges with respect to establishment of utility accounts, meters, connections, billings, and collections were last reviewed in 1996 and were amended in 2011;

WHEREAS, Council has determined to establish policies to improve collection;

BE IT ORDAINED by the Council of the City of San Luis, Arizona, as follows:

SECTION 1: Section 11-2-2(B) Payment of Bills shall be amended to read as follows:

B. All or any portion of the bill provided for in Subsection A of this Section not paid on due date of the month the bill is mailed or presented shall be subject to a late charge of ten percent. Should all or any portion of a bill which is outstanding remain unpaid on the 15th day of the following month, a courtesy disconnect notice will be delivered to the property stating that the bill is outstanding and payment must be made within five calendar days from date of the notice. Should all or any portion of a bill which is outstanding remain unpaid five days after the aforesaid courtesy notice, a disconnect notice will be delivered to the property and that service will be discontinued pursuant to procedures set forth in subsection D below unless the City Manager, for good cause, grants an extension of time. Failure to receive a utility bill or any notice provided hereinabove will not excuse the account holder or any person otherwise responsible for payment from full and timely payment for services rendered.

SECTION 2: Section 11-2-4 Application For Service And Payment Responsibility, subparts C and D, shall be amended to read as follows:

(C) In all cases where water service or wastewater service is used on any premises, and the payment thereof is guaranteed by the property owner or his or her agent, such must pay the full amount due for service to the property. If a previous occupant or customer failed to pay the charges incurred in full, and said payment was not guaranteed by the property owner, a deposit will be required for the re-establishment of service to the property, unless the property owner has guaranteed payment.

(D) The City may elect to assign any and all utility accounts considered delinquent with unpaid charges, fees, or assessments to a collection agency or attorney to collect, in addition to the disconnection of any and all services.

SECTION 3: Section 11-3-1 Deposit Required shall be amended to read as follows:

(A) There shall be a minimum deposit on all new accounts for water service and all accounts that are being re-established after discontinuance for non-payment, said amount as may be set by resolution of City Council for each unit of service. The bill may be guaranteed in writing by the property owner on behalf of their account or another consumer for rental properties as a onetime waiver for required deposit. On all rental properties with deposits, it shall be maintained by the City until the account is closed or terminated.

(B) If a bill is guaranteed in writing by the property owner, or an account is established, where the customer is the actual owner of the property, and service has been disconnected due to non-payment, a security deposit shall be collected upon establishment or re-establishment of service. Deposits shall be non-interest bearing. On such accounts, the customer may request that said deposit(s) be refunded when the subject utility account has been paid in full by the due date for twelve consecutive billing periods. Refunds of deposits will be applied to said account on the next billing cycle.

SECTION 4: In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

SECTION 5: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of

any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 11th day of July, 2012.



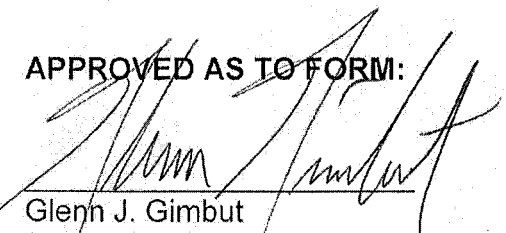
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cuello

APPROVED AS TO FORM:



Glenn J. Gimbut
City Attorney

13.15.230 Application for service and payment responsibility.

(A) The City may reject any application for water service for any good and sufficient reason including the following: service not available under a standard rate; service which involves excessive service expense; service which may affect the supply to other consumers; service to the premises until all charges against the premises then due and payable to the City shall have been paid, whether on account of water service connection, meter installation, billing for water previously supplied to the same premises, whether used by the applicant or against the premises for which water service is requested.

(B) Application for the use of water shall be made in person, at the City Hall, by the owner or agent of the property to be benefited, designating the location of the property and stating that the owner or agent of the property will comply with all applicable rules and regulations.

(C) In all cases where water service or wastewater service is used on any premises, and the payment thereof is guaranteed by the property owner or his or her agent, such must pay the full amount due for service to the property. If a previous occupant or customer failed to pay the charges incurred in full, and the payment was not guaranteed by the property owner, a deposit will be required for the re-establishment of service to the property, unless the property owner has guaranteed payment.

(D) The City may elect to assign any and all utility accounts considered delinquent with unpaid charges, fees, or assessments to a collection agency or attorney to collect, in addition to the disconnection of any and all services. (Ord. 79, passed 12-13-1989; Ord. 306 § 3, passed 7-13-2011; Ord. 314 § 2, passed 7-11-2012. Code 1982 § 11-2-4. Code 2012 § 52.018.)

The San Luis City Code is current through Ordinance 466, passed May 28, 2025.

Disclaimer: The City Clerk's Office has the official version of the San Luis City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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

[Hosted by General Code.](#)



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. H.

Meeting Date: 09/10/2025

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

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

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2025-11, an Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement for Case No. 2:24-cv-00534 Gethsemani Baptist Church versus the City of San Luis in the United States District Court for the District of Arizona; repealing conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The settlement agreement will be submitted to the United States District Court for the District of Arizona for a consent decree to end litigation resulting from the Gethsemani Baptist Church's lawsuit against the city filed on March 14, 2024. The settlement agreement will become effective upon the Federal Court accepting the settlement agreement and granting a consent decree based on the settlement terms.

The **draft** order adopts the settlement agreement. The terms are the equivalent of a conditional use permit due to the Church's location in a residential neighborhood. Payment of the settlement will be over two (2) budget years **as described in the fiscal impact statement.**

As of the writing of this agenda item, lawyers for Gethsemani are reviewing the final settlement. Due to Federal Court deadlines, this item must be on the September 10, 2025, agenda, but the attachment will be provided when it is available.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2025-11 ACCEPTING THE TERMS OF THE ATTACHED SETTLEMENT AGREEMENT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Please see the fiscal impact statement

CITY/STATE/FEDERAL FUNDS:

Please see the fiscal impact statement

TOTAL:

Please see the fiscal impact statement.

BUDGETED AMOUNT:

Please see the fiscal impact statement.

AVAILABLE AMOUNT TO TRANSFER:

Please see the fiscal impact statement.

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Please see the fiscal impact statement.

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

This item is only to approve the settlement agreement. If approved by the Federal Court, this cost will become the order of the Court. Payment for this fiscal year will come from the City Council's Contingency.

The city will provide for re-striping of the Gethsemani Baptist Church parking lot to maximize the number of vehicles and to provide for two (2) parking spaces. It is anticipated that this will cost more or less \$2,000.

The city will pay reasonable attorneys' fees for those representing Gethsemani Baptist Church in the amount of \$100,000 to be paid during the fiscal year ending June 30, 2026, and another \$100,000 to be paid during the fiscal year ending June 30, 2027.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. I.

Meeting Date: 09/10/2025

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

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

Action Requested: Motion
Resolution

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2375. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, amending Resolution No. 2334 previously adopted October 2, 2024, concerning the issuance of debt by the Industrial Development Authority of the City of San Luis, Arizona, the proceeds of which are to be lent to the Regional Center for Border Health, Inc., and declaring an emergency. **(Kay Marion Macuil, City Attorney)**

(6 votes in favor are required to pass immediately as an emergency per A.R.S. § 19-142.)

- A. Presentation by Staff and the Regional Center for Border Health, Inc.
- B. Open Public Hearing
- C. Call to the Public
- D. Close Public Hearing
- E. Discussion and Action on Resolution No. 2375

SUMMARY:

On October 2, 2024, the City Council passed Resolution No. 2334, to approve that the Regional Center for Border Health, Inc. ("RCBH"), an Arizona non-profit corporation, obtain financing through the Industrial Development Authority of San Luis, so RCBH's bonds would be exempt from federal income taxes. RCBH is developing a hospital in San Luis, Arizona.

Under Arizona Statute A.R.S. § 35-742, neither the city nor the Industrial Development Authority of San Luis ("IDA") is liable in any manner for the loan.

At the October 2, 2024 Council Meeting, RCBH proposed borrowing \$80,000,000 for the hospital project using the conduit of the IDA. IDAs have the legal power to issue debt exempt from federal income taxes. The tax exemption makes interest rates more favorable and debt more marketable than loans, where the income from interest payments is taxable. To date the bonds were never issued.

Before the City Council today is Resolution No. 2375, which amends Resolution No. 2334 for RCBH to borrow a total of \$100,000,000 for the hospital project to cover increased construction and other project costs.

A public hearing is required before discussion of this item under A.R.S. § 35-721(B) for approval of the Industrial Development Authority of San Luis ("IDA") to issue the bonds. A Public Hearing is needed at this time because, under Section 147(f) of the Internal Revenue Service Code, the Bonds must be

issued within one year after the public hearing held on October 2, 2024. Therefore, a new Public Hearing is needed.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF PRESENTATION

B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING

C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM

D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING

E. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2375 AND DECLARE AN EMERGENCY

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: N/A
BUDGETED AMOUNT: N/A
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

There is no fiscal impact to the City of San Luis nor to the San Luis Industrial Development Authority. The Regional Center for Border Health, Inc. is responsible for payment of the loan.

Attachments

Resolution No. 2375
RES 2334
ARS 35-721 City Approves for IDA
ARS 35-742 City not Liable
Publication - Yuma Sun
Affidavit of Publication - Yuma Sun



Resolution

No. 2375

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AMENDING RESOLUTION

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING RESOLUTION NO. 2334 PREVIOUSLY ADOPTED OCTOBER 2, 2024, CONCERNING THE ISSUANCE OF DEBT BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA, THE PROCEEDS OF WHICH ARE TO BE LENT TO THE REGIONAL CENTER FOR BORDER HEALTH, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the Industrial Development Authority of the City of San Luis, Arizona (the "Issuer"), pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act"), is authorized to issue debt and to loan the proceeds of such debt to Regional Center for Border Health, Inc. (the "Borrower"), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), as part of a plan of finance, to (i) design, construct and equip a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"); (ii) pay certain costs associated with the issuance of such debt; and (iii) fund a reserve fund and certain interest, if applicable;

WHEREAS, the Issuer previously authorized the issuance of such proposed debt in the form of bonds, a loan, a promissory note, or some other evidence of such debt (the "Subject Debt"), in the original maximum stated principal amount of \$80,000,000, in one or more series or issuances from time to time pursuant to a plan of finance;

WHEREAS, in accordance with Section 147(f) of the Code, a public hearing was held before the City Council of the City of San Luis, Arizona on October 2, 2024 (the "2024 Hearing") to provide an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt;

WHEREAS, following the 2024 Hearing, the City Council approved the financing and the Project in accordance with a resolution adopted on October 2, 2024, Resolution No. 2334 (the “2024 Resolution”);

WHEREAS, in accordance with the provisions of Section 147(f) of the Code, the Subject Debt is required to be issued within a period terminating one year after the 2024 Hearing;

WHEREAS, since the adoption of the 2024 Resolution, construction and other Project costs have increased beyond the parameters established by the 2024 Resolution, requiring an amendment to the 2024 Resolution to increase the maximum principal amount authorized thereby;

WHEREAS, a new public hearing before City Council is needed to authorize the increased principal amount of the financing and extend the authorization to close the financing and issue the Subject Debt prior to the one-year anniversary of the 2024 Hearing (i.e., October 2, 2025) (collectively, the “Amendment”);

WHEREAS, on or prior to the date hereof, by the adoption of an amending resolution, the Issuer has authorized the Amendment and reauthorized the issuance of the Subject Debt and the financing of the Project, such resolution being conditioned upon, among other things, the granting of approval therefor by the Mayor of the City and the City Council of the City of San Luis, Arizona (individually and collectively, the “City”);

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Issuer under which the Subject Debt is to be issued require the approval of the City;

WHEREAS, it is intended that the 2024 Resolution, as amended by this Resolution, shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to Section 35-721.B of the Act;

WHEREAS, pursuant to Section 147(f) of the Code, the City must approve the Subject Debt after a public hearing following reasonable public notice; and

WHEREAS, following publication of a Notice of Public Hearing in The Yuma Sun on August 29, 2025, through September 4, 2025, a public hearing concerning the Subject Debt was held by the Issuer, pursuant to Section 147(f) of the Code, on September 10, 2025, in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85336, in order to assist in the financing of the Project as described in the

Notice of Public Hearing, a copy of which is attached hereto and made a part of this Resolution.

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

Section 1: The 2024 Resolution is hereby amended to increase the aggregate maximum stated principal amount of the Subject Debt from \$80,000,000 to \$100,000,000; and

Section 2: all remaining provisions of the 2024 Resolution not otherwise amended by this Resolution remain unchanged and in full force and effect; and

Section 3: the appropriate officers of the City are hereby authorized and directed to do all such things to execute and deliver all such documents on behalf of the City as may be necessary or desirable to complete the Amendment and effectuate the intent of this Resolution and the Issuer's resolutions in connection with the issuance of the Subject Debt and the financing of the Project; and

Section 4: it is intended that the 2024 Resolution, as amended by this Resolution, shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to (i) Section 35-721.B of the Act, and (ii) Section 147(f) of the Code.

Section 5: The City hereby finds, determines, and declares that:

(a) Construction costs in connection with the Project are subject to further escalation resulting from additional delays in the completion of the Project and, therefore, time is of the essence with respect to the issuance of the Subject Debt and the financing of the Project; and

(b) it being necessary for the preservation of the peace, health, and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this Resolution shall become immediately operative and in force from and after the date of posting hereof.

[Intentionally left blank. Signature page follows]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of September 2026.

City of San Luis, Arizona

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Attachment: Notice of Public Hearing - *The Yuma Sun*

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.

Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

WHEN RECORDED, MAIL TO:

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

2024-23635 RESOLUTION
10/03/2024 01:56:23 PM Pages: 5 Fees: \$15.00
Requested By: SAN LUIS CITY CLERK'S OFFICE

Richard Colwell County Recorder, YUMA County AZ



The above area is to be reserved for recording information.

CAPTION HEADING:

RESOLUTION

Resolution No. 2334

Approving the issuance of debt issued by the Industrial Development Authority of the City of San Luis, Arizona, in the maximum stated principal amount of \$80,000,000.00 in one or more series or issuances, the proceeds of which are to be lent to the Regional Center For Border Health, Inc., and declaring an emergency.



Resolution

No. 2334

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE ISSUANCE OF DEBT ISSUED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA, IN THE MAXIMUM STATED PRINCIPAL AMOUNT OF \$80,000,000 IN ONE OR MORE SERIES OR ISSUANCES, THE PROCEEDS OF WHICH ARE TO BE LENT TO THE REGIONAL CENTER FOR BORDER HEALTH, INC., AND DECLARING AN EMERGENCY.

WHEREAS, The Industrial Development Authority of the City of San Luis, Arizona (the “Issuer”), pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the “Act”), is authorized to issue debt and to loan the proceeds of such debt to Regional Center for Border Health, Inc. (the “Borrower”), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), as part of a plan of finance, to (i) design, construct and equip a new approximately 16-bed hospital in San Luis, Arizona, to be known as the “Border Health Medical Campus/San Luis Community Hospital” (the “Project”), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower’s existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt (as defined hereafter) is collectively referred to herein as the “Financed Property”); (ii) pay certain costs associated with the issuance of such debt; and (iii) fund a reserve fund and certain interest, if applicable;

WHEREAS, the Project constitutes a “project” within the meaning of Section 35-701 of the Act;

WHEREAS, the Issuer intends to issue such proposed debt in the form of bonds, a loan, a promissory note, or some other evidence of such debt (the “Subject Debt”), in the maximum stated principal amount of \$80,000,000, in one or more series or issuances from time to time pursuant to a plan of finance;

WHEREAS, the initial owner and principal user of the Financed Property will be the Borrower;

WHEREAS, all or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in as defined in Section 145 of the Code;

WHEREAS, on the date hereof, by the adoption of a resolution (the "Issuer Resolution"), the Issuer intends to resolve to approve the issuance of the Subject Debt and the financing of the Project, such Issuer Resolution being conditioned upon, among other things, the granting of approval therefor by the Mayor and City Council of the City of San Luis, Arizona (individually and collectively, the "City");

WHEREAS, the Issuer Resolution shall authorize, among other things, the issuance of the Subject Debt and the execution and delivery of an Indenture of Trust ("Indenture"), Loan Agreement ("Loan Agreement"), a Tax Certificate, and such other documents as required for the issuance of the Subject Debt and the financing of the Project;

WHEREAS, the terms, maturities, provisions for redemption, security, and sources of payment for the Subject Debt will be set forth in the Indenture and Loan Agreement;

WHEREAS, the Indenture and Loan Agreement will provide that all amounts payable thereunder by the Borrower to the Issuer will be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which will be on a parity with the lien of the Borrower's outstanding USDA Financings (as defined in the Loan Agreement);

WHEREAS, the Borrower is required to secure USDA's written consent prior to the issuance of any obligations that are to be on parity with the outstanding USDA Financings and, as of the date hereof, the Borrower is actively working with USDA to obtain such consent;

WHEREAS, copies of the aforementioned Issuer Resolution, Indenture, Loan Agreement, and Tax Certificate have been made available to the City;

WHEREAS, the City has been informed that said documents have been reviewed by Kutak Rock LLP as competent bond counsel ("Bond Counsel") and by the Law Offices of Glenn J. Gimbut, P.L.L.C., as the Issuer's legal advisor ("Issuer's Counsel"), and said Bond Counsel has determined that said documents adequately meet the requirements of the Code and said Issuer's Counsel has determined that said documents adequately meet the requirements of the Act;

WHEREAS, in accordance with the terms of the Indenture and Loan Agreement, the Issuer shall (a) issue the Subject Debt in one or more series and/or issuances pursuant to a plan of financing and use the proceeds thereof in accordance with the Act, (b) contract with and employ others to provide for and to pay compensation for professional services and other services as the Issuer deems necessary for the financing of "projects" as defined in the Act, and (c) to the extent provided in the Loan Agreement,

pledge its property and revenues to secure the payment of the principal of and premium, if any, and interest on the Loan;

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Issuer under which the Subject Debt is to be issued require the approval of the City;

WHEREAS, it is intended that this Resolution shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to Section 35-721.B of the Act;

WHEREAS, pursuant to Section 147(f) of the Code, the City must approve the Subject Debt after a public hearing following reasonable public notice; and

WHEREAS, following the publication of a Notice of Public Hearing in The Yuma Sun on September 22 through 29, 2024, a public hearing concerning the Subject Debt was held by the Issuer, pursuant to Section 147(f) of the Code, on October 2, 2024, in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, in order to assist in the financing of the Project as described in the Notice of Public Hearing, a copy of which is attached hereto and made a part of this Resolution.

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

Section 1: The issuance of the Subject Debt, in one or more series and/or issuances from time to time pursuant to a plan of financing, and financing of the Project as described herein, in a maximum stated principal amount of \$80,000,000, is approved for all purposes under the Act and the Code; and

Section 2: The appropriate officers of the City are hereby authorized and directed to do all such things to execute and deliver all such documents on behalf of the City as may be necessary or desirable to effectuate the intent of this Resolution and the Issuer Resolution in connection with the issuance of the Subject Debt and the financing of the Project; and

Section 3: It is intended that this Resolution shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to (i) Section 35-721.B of the Act, and (ii) Section 147(f) of the Code.

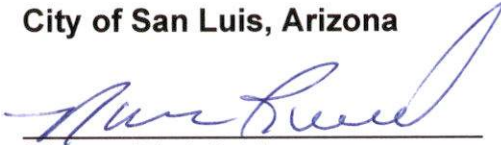
Section 4: The City hereby finds, determines, and declares that:

- a. Construction costs in connection with the Project are subject to escalation resulting from delays in the completion of the Project and, therefore, time is of the essence with respect to the issuance of the Subject Debt and the financing of the Project; and
- b. It being necessary for the preservation of the peace, health, and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this Resolution

shall become immediately operative and in force from and after the date of posting hereof.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 2nd day of October 2024.

City of San Luis, Arizona



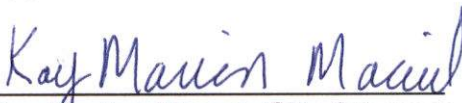
Nieves Riedel, Mayor

Attest:



Sonia Cornelio, City Clerk

Approved As to Form



Kay Marion Macuil, City Attorney

§ 35-721. Bonds of the corporation, AZ ST § 35-721

Arizona Revised Statutes Annotated

Title 35. Public Finances

Chapter 5. Industrial Development Financing (Refs & Annos)

Article 2. Bonds

A.R.S. § 35-721

§ 35-721. Bonds of the corporation

Effective: August 6, 2016

[Currentness](#)

A. All principal and interest of bonds issued by the corporation shall be payable solely out of the revenues, proceeds and receipts derived from the corporation's sale of property, loan repayments or lease rentals, or out of the proceeds of bonds issued hereunder, or of any revenues, proceeds and receipts thereof as shall be specified in the proceedings of the board of directors under which the bonds shall be authorized to be issued.

B. The proceedings under which such bonds are to be issued shall require the approval of the governing body of each issuance of bonds.

C. The bonds prescribed by subsection A of this section may:

1. Be executed and delivered by the corporation at any time and from time to time.
2. Be in such form and denominations and of such tenor and maturities.
3. Be in registered or bearer form either as to principal or interest or both.
4. Be payable in such installments and at such time or times not exceeding forty years from the date thereof.
5. Be payable at such place or places within or without this state.
6. Bear interest at such rate or rates, payable at such time or times and at such place or places and evidenced in such manner.
7. Be executed by such officers of the corporation and in such manner, and may contain such provisions not inconsistent herewith, all as shall be provided in the proceedings of the board of directors whereunder the bonds are authorized to be issued.

§ 35-721. Bonds of the corporation, AZ ST § 35-721

D. If deemed advisable by the board of directors, there may be retained in the proceedings under which any bonds of the corporation are authorized to be issued an option to redeem all or any part thereof as may be specified in such proceedings, at such price or prices and after such notice or notices and on such terms and conditions as may be set forth in such proceedings and as may be briefly recited on the face of the bonds, but nothing in this article shall be construed to confer on the corporation any right or option to redeem any bonds except as may be provided in the proceedings under which they shall be issued.

E. Any bonds of the corporation may be sold at public or private sale in such manner and from time to time as may be determined by the board of directors of the corporation to be most advantageous, and the corporation may pay all expenses, premiums and commissions which its board of directors may deem necessary or advantageous in connection with the issuance thereof. Issuance by the corporation of one or more series of bonds for one or more purposes shall not preclude it from issuing other bonds in connection with the same project or any other project, but the proceedings whereunder any subsequent bonds may be issued shall recognize and protect any prior pledge or mortgage made for any prior issue of bonds. Any bonds of the corporation at any time outstanding may at any time and from time to time be refunded by the corporation by the issuance of its refunding bonds in such amount as the board of directors may deem necessary but not exceeding an amount sufficient to refund the principal of the bonds so to be refunded, together with any unpaid interest thereon and any premiums and commissions necessary to be paid in connection therewith. Any such refunding may be effected whether the bonds to be refunded shall have then matured or shall thereafter mature, either by sale of the refunding bonds and the application of the proceeds thereof for the payment of the bonds to be refunded thereby, or by the exchange of the refunding bonds for the bonds to be refunded thereby with the consent of the holders of the bonds so to be refunded, and regardless of whether or not the bonds to be refunded were issued in connection with the same projects or separate projects, and regardless of whether or not the bonds proposed to be refunded shall be payable at the same date or different dates or shall be due serially or otherwise. All such bonds and the interest coupons applicable thereto are hereby made and shall be construed to be negotiable instruments.

F. Unless the corporation was approved by the Arizona finance authority, the corporation shall notify the attorney general of its intention to issue bonds. Such notification shall adequately describe the project. The attorney general shall inform the corporation within ten days if in the attorney general's opinion the project sought to be financed does not come within the purview of this chapter. If after ten days the attorney general has not issued an opinion that the project does not so conform, the corporation may issue such bonds. If the attorney general's negative opinion is issued within ten days, such bonds shall not be issued. Action shall not be brought questioning the legality of any contract, lease, mortgage, proceedings or the issuance of bonds hereunder from and after ninety calendar days after the date the bonds are authorized to be issued by the governing body.

Credits

Added as § 9-1171 by Laws 1968, Ch. 204, § 2, eff. March 27, 1968. Amended by Laws 1972, Ch. 67, § 6, eff. April 24, 1972; Laws 1978, Ch. 100, § 5, eff. May 26, 1978. Renumbered as § 35-721 by Laws 1986, Ch. 281, § 1, eff. May 2, 1986. Amended by [Laws 2006, Ch. 156, § 5](#); [Laws 2016, Ch. 372, § 12](#).

A. R. S. § 35-721, AZ ST § 35-721

Current through legislation of the Second Regular Session of the Fifty-Sixth Legislature (2024).

§ 35-721. Bonds of the corporation, AZ ST § 35-721

§ 35-742. Municipality or county not liable, AZ ST § 35-742

Arizona Revised Statutes Annotated

Title 35. Public Finances

Chapter 5. Industrial Development Financing (Refs & Annos)

Article 3. Tax Exemption and Liability

A.R.S. § 35-742

§ 35-742. Municipality or county not liable

Currentness

The municipality or the county shall not in any event be liable for the payment of the principal of or interest on any bonds of the corporation, formed thereby or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the corporation, and none of the bonds of the corporation or any of its agreements or obligations shall be construed to constitute an indebtedness of the municipality or county within the meaning of any constitutional or statutory provision whatsoever.

Credits

Added as § 9-1182 by Laws 1968, Ch. 204, § 2, eff. March 27, 1968. Renumbered as § 35-742 by Laws 1986, Ch. 281, § 1, eff. May 2, 1986.

A. R. S. § 35-742, AZ ST § 35-742

Current through legislation of the Second Regular Session of the Fifty-Sixth Legislature (2024).

End of Document

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Notes of Decisions

There are no Notes of Decisions for this citation.

Context & Analysis

There are no Context & Analysis results for this citation.

Editor's and Revisor's Notes

There are no Editor's and Revisor's Notes for this citation.



Public Notices

ArizonaPublicNotices.com

(928) 783-4433 • PublicNotices@yumasun.com

Notice Of Hearing

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.

Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

Access all public notices published in print at yumasun.com/sections/public-notices

As well as public notices throughout the state: www.publicnoticeads.com/az

You can view all current and archived notices on this site.

Notice Of Hearing

Articles Organization

Articles Organization

Notice Of Hearing

Notice Of Hearing

N/A
STATUTORY AGENT INFORMATION
 STATUTORY AGENT NAME: Donald Whittaker
 PHYSICAL ADDRESS: 1851 W 24TH ST STE 101, Suite 101, YUMA, AZ 85364
 MAILING ADDRESS: 1851 W 24TH ST STE 101, Suite 101, YUMA, AZ 85364
PRINCIPAL ADDRESS
 Att: Don Whittaker, 1851 W. 24th St, Suite 101, YUMA, AZ 85364
PRINCIPALS
 Member: Gabriel Pico - 2310 W Mission Lane, PHOENIX, AZ, 85021, USA - gabe@greenway-technologies.com - Date of Taking Office: 08/20/2025
 Member: Stacy Gutierrez - 1851 W. 24th St, Suite 101, YUMA, AZ, 85364, USA - sgutierrez@neiaw.com - Date of Taking Office: 08/20/2025
ORGANIZERS
 Don Whittaker: 1851 W. 24th St, Suite 101, YUMA, AZ, 85364, USA, dwhittaker@neiaw.com
SIGNATURES
 Organizer: Don Whittaker - 08/22/2025
 Yuma Sun: August 29, 30, 31, 2025 - 508549

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **LIQUOR CARRIAGE, LLC**
 II. The address of the known place of business is: 11610 E. 36th Street, Yuma, AZ 85367
 III. The name and street address of the Statutory Agent is: 11610 E. 36th Street, Yuma, AZ 85367

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Renee Lynn Gonzalez, 11610 E. 36th Street, Yuma, AZ 85367
 Yuma Sun: August 27, 28, 29, 2025 - 508002

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **LOADED DYCE LLC**
 II. The address of the known place of business is: 1822 W. 18th Street, Yuma, AZ 85364
 III. The name and street address of the Statutory Agent is: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364
 Yuma Sun: August 29, 30, 31, 2025 - 507576

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **Rogue Purpose LLC**
 II. The address of the known place of business is: 4334 S. Ave 5 1/2 E, Yuma, Arizona 85365
 III. The name and street address of the Statutory Agent is: Beau Brooks, 4334 S. Ave 5 1/2 E, Yuma, Arizona 85365

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Beau Brooks, 4334 S. Ave 5 1/2 E, Yuma, Arizona 85365, member, manager
 Yuma Sun: August 29, 30, 31, 2025 - 508702

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **TALUSAMARANTH MEDIA LLC**
 II. The address of the known place of business is: 7288 E. 36th Place, Yuma, AZ 85365

III. The name and street address of the Statutory Agent is: Marcus Martinez, 7288 E. 36th Place, Yuma, AZ 85365
 B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Marcus Martinez, 7288 E. 36th Place, Yuma, AZ 85365, member
 Yuma Sun: August 28, 29, 30, 2025 - 508231

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR
 I. Name: **V & V Builders LLC**
 II. The address of the known place of business is: 1157 E. California Street, San Luis, AZ 85349
 III. The name and street address of the Statutory Agent is: Esteban Viera De Leon, 1157 E. California Street, San Luis, AZ 85349

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Esteban Viera De Leon, PO Box 3936, San Luis, AZ 85349, member
 Jose Luis Viera De Leon, PO Box 3936, San Luis, AZ 85349, member
 Yuma Sun: August 27, 28, 29, 2025 - 508054

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR
 I. Name: **LOADED DYCE LLC**
 II. The address of the known place of business is: 1822 W. 18th Street, Yuma, AZ 85364
 III. The name and street address of the Statutory Agent is: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364
 Yuma Sun: August 29, 30, 31, 2025 - 507576

Auctions
NOTICE OF SALE OF MOBILE HOME
 NOTICE IS HEREBY GIVEN that the following item of personal property will be sold at public sale to the highest bidder, to satisfy a landlord's lien: Vehicle/Mobile Home ("Personal Property") Make: FLEETWOOD Body Style: 8 X 35 MH Model Year: 1981 VIN: 1EF4A3526B1106151 Date and Time of Sale: 9/17/25 10:00:00 AM Location of Sale: Space No. 21 COPPERWOOD 6 LLC FRIENDLY ACRES MOBILE HOME AND RV PARK 2779 W 8TH ST YUMA, AZ 85364 Name of landlord: COPPERWOOD 6 LLC Amount of Claimed Lien: \$11,324.00 as of September 17, 2025 The Personal Property will be sold "as is," where is, with all faults and no warranties. No one may enter the Vehicle/Mobile Home. Buyer purchases the Personal Property subject to any liens with priority over the Landlord's Lien and at their own risk. To bid, bidder must provide valid government-issued identification and must deposit with the auctioneer a \$5,000.00 cashier's check payable to the Landlord named above and sign and agree to the terms of sale. Terms of Sale will be provided upon request and/or at the sale. High bidder is responsible for space rent from and after date of sale and must either qualify to reside in the mobile home park in which the Personal Property is located and sign a Rental Agreement, or sign a storage agreement and pay monthly space rent to store the Personal Property in the park. Date of Rental Agreement: February 1, 2018 Name (s) of Tenant(s): LARRY ARMSTRONG Said Personal Property is located at the address shown above as the Location of Sale. The above-described Personal Property shall be offered for sale pursuant to A.R.S. § 33-1023. Proceeds from the sale will be applied to costs of sale and to the Landlord's Lien, and any remaining money will be disposed of as provided in A.R.S. § 33-1023. COPPERWOOD 6 LLC By: /s/Illegible Park Manager Dated: August 18, 2025 **CNS-3960616# THE SUN (YUMA)** Yuma Sun: August 29, 30, 2025 - 507264

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **LOADED DYCE LLC**
 II. The address of the known place of business is: 1822 W. 18th Street, Yuma, AZ 85364
 III. The name and street address of the Statutory Agent is: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364
 Yuma Sun: August 29, 30, 31, 2025 - 507576

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **TALUSAMARANTH MEDIA LLC**
 II. The address of the known place of business is: 7288 E. 36th Place, Yuma, AZ 85365

Request for Proposal
 Yuma County Facilities Management invites interested parties to submit a proposal for the Roof Replacement of the Juvenile Justice Center. To download the full RFP, please visit the Yuma County Request for Proposal website. Project Name: Roof Replacement - Juvenile Justice Center. **Project Number: #25-2440-001.** Yuma Sun: August 23 & 29, 2025 - 507094

Notice Of Hearing

DCS'S NOTICE OF HEARING ON PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP No. S1400SR2500030 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF

THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **JOCELYN FRANCO** d.o.b. 09/07/2024
 Person under 18 years of age.
 TO: ESTHER FRANCO CAMACHO, ROBERTO TOMAS RUBIANO ORTIZ, AND JOHN DOE, a fictitious name, parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Petition for Termination of Parent-Child Relationship under Title 8, of the Arizona Revised Statutes and Rule 351 of the Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing on the 6th day of October, 2025, at 10:00 a.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.
 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or termination adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear without good cause, the hearing may go forward in your absence and may result in termination of your parental rights based upon the record and the evidence presented to the Court.
 5. If you are receiving this Notice by publication, you may obtain a copy of the Petition for Termination of Parent-Child Relationship and Notice of Hearing by submitting a written request to: CARROL S. MARTIN, Office of the Attorney General, CFP/PSS, 1800 E. Palo Verde Street, Suite B, Yuma, Arizona 85365. The assigned child safety worker is Jordan Zamora and may be reached by telephone at (928) 247-8233.
 6. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (928) 314-1900.
 7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.
 DATED This 21 day of July, 2025.
 KRISTIN K. MAYES
 Attorney General
 CARROL S. MARTIN
 Assistant Attorney General
CNS-3953631# THE SUN (YUMA)
 Yuma Sun: August 8, 15, 22, 29, 2025 - 500475

DCS'S NOTICE OF HEARING ON MOTION FOR APPOINTMENT OF A PERMANENT GUARDIAN OF MINOR CHILD No. S1400JD202500034 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **IVETTE ALEJANDRA GONZALEZ SANCHEZ** d.o.b. 05/30/2019
 Person under 18 years of age.
 TO: YANCY NOEMI GONZALEZ SANCHEZ and JOSE ANTONIO MOTINO, parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian under Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing on the 10th day of October, 2025, at 2:00 p.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.
 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, settlement conference, status conference or guardianship adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear, without good cause shown, the hearing may go forward in your absence and may result in the establishment of a permanent guardianship based upon the record and the evidence presented to the court.
 5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Appointment of a Permanent Guardian and Notice of Hearing by submitting a written request to: CARROL S. MARTIN, Office of the Attorney General, CFP/PSS, 1800 E. Palo Verde Street, Suite B, Yuma, Arizona 85365. The assigned case manager is Yesica Larios and may be reached by telephone at (928) 247-8659.
 6. Requests for reasonable accommodation for persons with disabilities must be made to the

DCS'S NOTICE OF HEARING ON MOTION FOR APPOINTMENT OF A PERMANENT GUARDIAN OF MINOR CHILD No. S1400JD202500034 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **IVETTE ALEJANDRA GONZALEZ SANCHEZ** d.o.b. 05/30/2019
 Person under 18 years of age.
 TO: YANCY NOEMI GONZALEZ SANCHEZ and JOSE ANTONIO MOTINO, parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian under Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing on the 10th day of October, 2025, at 2:00 p.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.
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 5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Appointment of a Permanent Guardian and Notice of Hearing by submitting a written request to: CARROL S. MARTIN, Office of the Attorney General, CFP/PSS, 1800 E. Palo Verde Street, Suite B, Yuma, Arizona 85365. The assigned case manager is Angie Garcia and may be reached by telephone at (928) 247-8203.
 7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (928) 314-1900.
 8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.
 DATED This 1st day of August, 2025.
 KRISTIN K. MAYES
 Attorney General
 MARK E. HESSINGER
 Assistant Attorney General
CNS-3954520# THE SUN (YUMA)
 Yuma Sun: August 8, 15, 22, 29, 2025 - 501359

DCS'S NOTICE OF HEARING ON MOTION FOR APPOINTMENT OF A PERMANENT GUARDIAN OF MINOR CHILD No. S1400JD202500034 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **IVETTE ALEJANDRA GONZALEZ SANCHEZ** d.o.b. 05/30/2019
 Person under 18 years of age.
 TO: YANCY NOEMI GONZALEZ SANCHEZ and JOSE ANTONIO MOTINO, parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian under Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing on the 10th day of October, 2025, at 2:00 p.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.
 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, settlement conference, status conference or guardianship adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear, without good cause shown, the hearing may go forward in your absence and may result in the establishment of a permanent guardianship based upon the record and the evidence presented to the court.
 5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Appointment of a Permanent Guardian and Notice of Hearing by submitting a written request to: CARROL S. MARTIN, Office of the Attorney General, CFP/PSS, 1800 E. Palo Verde Street, Suite B, Yuma, Arizona 85365. The assigned case manager is Yesica Larios and may be reached by telephone at (928) 247-8659.
 6. Requests for reasonable accommodation for persons with disabilities must be made to the

DCS'S NOTICE OF HEARING ON MOTION FOR APPOINTMENT OF A PERMANENT GUARDIAN OF MINOR CHILD No. S1400JD202500034 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **IVETTE ALEJANDRA GONZALEZ SANCHEZ** d.o.b. 05/30/2019
 Person under 18 years of age.
 TO: YANCY NOEMI GONZALEZ SANCHEZ and JOSE ANTONIO MOTINO, parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian under Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing on the 10th day of October, 2025, at 2:00 p.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.
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DCS'S NOTICE OF HEARING ON MOTION FOR APPOINTMENT OF A PERMANENT GUARDIAN OF MINOR CHILD No. S1400JD202500034 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **IVETTE ALEJANDRA GONZALEZ SANCHEZ** d.o.b. 05/30/2019
 Person under 18 years of age.
 TO: YANCY NOEMI GONZALEZ SANCHEZ and JOSE ANTONIO MOTINO, parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian under Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing on the 10th day of October, 2025, at 2:00 p.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.
 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, settlement conference, status conference or guardianship adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear, without good cause shown, the hearing may go forward in your absence and may result in the establishment of a permanent guardianship based upon the record and the evidence presented to the court.
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 6. Requests for reasonable accommodation for persons with disabilities must be made to the

DCS'S NOTICE OF HEARING ON MOTION FOR APPOINTMENT OF A PERMANENT GUARDIAN OF MINOR CHILD No. S1400JD202500034 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **IVETTE ALEJANDRA GONZALEZ SANCHEZ** d.o.b. 05/30/2019
 Person under 18 years of age.
 TO: YANCY NOEMI GONZALEZ SANCHEZ and JOSE ANTONIO MOTINO, parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian under Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing on the 10th day of October, 2025, at 2:00 p.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.
 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, settlement conference, status conference or guardianship adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear, without good cause shown, the hearing may go forward in your absence and may result in the establishment of a permanent guardianship based upon the record and the evidence presented to the court.
 5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Appointment of a Permanent Guardian and Notice of Hearing by submitting a written request to: CARROL S. MARTIN, Office of the Attorney General, CFP/PSS, 1800 E. Palo Verde Street, Suite B, Yuma, Arizona 85365. The assigned case manager is Yesica Larios and may be reached by telephone at (928) 247-8659.
 6. Requests for reasonable accommodation for persons with disabilities must be made to the

DCS'S NOTICE OF HEARING ON MOTION FOR APPOINTMENT OF A PERMANENT GUARDIAN OF MINOR CHILD No. S1400JD202500034 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **IVETTE ALEJANDRA GONZALEZ SANCHEZ** d.o.b. 05/30/2019
 Person under 18 years of age.
 TO: YANCY NOEMI GONZALEZ SANCHEZ and JOSE ANTONIO MOTINO, parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian under Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing on the 10th day of October, 2025, at 2:00 p.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.
 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, settlement conference, status conference or guardianship adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear, without good cause shown, the hearing may go forward in your absence and may result in the establishment of a permanent guardianship based upon the record and the evidence presented to the court.
 5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Appointment of a Permanent Guardian and Notice of Hearing by submitting a written request to: CARROL S. MARTIN, Office of the Attorney General, CFP/PSS, 1800 E. Palo Verde Street, Suite B, Yuma, Arizona 85365. The assigned case manager is Yesica Larios and may be reached by telephone at (928) 247-8659.
 6. Requests for reasonable accommodation for persons with disabilities must be made to the

court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (928) 314-1900.
 7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.
 DATED This 24 day of July, 2025.
 KRISTIN K. MAYES
 Attorney General
 CARROL S. MARTIN
 Assistant Attorney General
CNS-3953636# THE SUN (YUMA)
 Yuma Sun: August 8, 15, 22, 29, 2025 - 500478

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. S1400JD202500034 (Honorable Levi Gunderson) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **CHRISTOPHER MARTIN LUGO** d.o.b. 09/04/2017
 Person under 18 years of age.
 TO: CRYSTAL NOLIE FERGUSON AD MARTIN JAVIER LUGO A.K.A. MARTIN LUGO SR., parents and/or guardians of the above-named child.
 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure; and Rule 329 of the Arizona Rules of Procedure for the Juvenile Court.
 2. The Court has set a hearing



Public Notices

ArizonaPublicNotices.com

(928) 783-4433

PublicNotices@yumasun.com

Notice Of Hearing

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.
Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

Access all public notices published in print at yumasun.com/sections/public-notices

As well as public notices throughout the state: www.publicnoticeads.com/az

You can view all current and archived notices on this site.

Notice Of Hearing

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

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All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.
Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

Articles Organization

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **G.I. INSPECTIONS LLC**

II. The address of the known place of the business is: 417 N. San Juan Lane, SAN LUIS, AZ 85349, USA

III. The name and street address of the Statutory Agent is: Rene Narvaez, 417 N. San Juan Lane, SAN LUIS, AZ 85349, USA

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:
Rene Narvaez, 417 N. San Juan Lane, SAN LUIS, AZ 85349, USA member.
Yuma Sun: August 28, 29, 30, 2025 - 508199

ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY

ENTITY NAME: **GREENWAY NICKLAUS JV LLC**

ENTITY ID: 23870531

ENTITY TYPE: Domestic LLC

EFFECTIVE DATE: 08/22/2025

CHARACTER OF BUSINESS: Professional, Scientific, and Technical Services

MANAGEMENT STRUCTURE: Member-Managed

PERIOD OF DURATION: Perpetual

PROFESSIONAL SERVICES: N/A

AGENT INFORMATION

STATUTORY AGENT NAME: Donald Whittaker

PHYSICAL ADDRESS: 1851 W 24TH ST STE 101, Suite 101, YUMA, AZ 85364

MAILING ADDRESS: 1851 W 24TH ST STE 101, Suite 101, YUMA, AZ 85364

PRINCIPAL ADDRESS

Att: Don Whittaker, 1851 W. 24th St, Suite 101, YUMA, AZ 85364

PRINCIPALS

Member: Gabriel Pico - 2310 W Mission Lane, PHOENIX, AZ, 85021, USA - gabe@greenway-technologies.com - Date of Taking Office: 08/20/2025

Member: Stacy Gutierrez - 1851 W. 24th St, Suite 101, YUMA, AZ, 85364, USA - sgutierrez@neiaw.com - Date of Taking Office: 08/20/2025

ORGANIZERS

Don Whittaker: 1851 W. 24th St, Suite 101, YUMA, AZ, 85364, USA, dwhittaker@neiaw.com

SIGNATURES

Organizer: Don Whittaker - 08/22/2025

Yuma Sun: August 29, 30, 31, 2025 - 508549

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **LOADED DYCE LLC**

II. The address of the known place of business is: 1822 W. 18th Street, Yuma, AZ 85364

III. The name and street address of the Statutory Agent is: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each

Articles Organization

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **Rogue Purpose LLC**

II. The address of the known place of business is: 4334 S. Ave 5 1/2 E, Yuma, Arizona 85365

III. The name and street address of the Statutory Agent is: Beau Brooks, 4334 S. Ave 5 1/2 E, Yuma, Arizona 85365

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Beau Brooks, 4334 S. Ave 5 1/2 E, Yuma, Arizona 85365, member, manager
Yuma Sun: August 29, 30, 31, 2025 - 508702

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **TALUSAMARANTH MEDIA LLC**

II. The address of the known place of business is: 7288 E. 36th Place, Yuma, AZ 85365

III. The name and street address of the Statutory Agent is: Marcus Martinez, 7288 E. 36th Place, Yuma, AZ 85365

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Marcus Martinez, 7288 E. 36th Place, Yuma, AZ 85365, member
Yuma Sun: August 28, 29, 30, 2025 - 508231

Auctions

NOTICE OF SALE OF MOBILE HOME

NOTICE IS HEREBY GIVEN that the following item of personal property will be sold at public sale to the highest bidder, to satisfy a landlord's lien: Vehicle/Mobile Home ("Personal Property") Make: FLEETWOOD Body Style: 8 X 35 MH Model Year: 1981 VIN: 1EF4A3526B1106151 Date and Time of Sale: 9/17/25 10:00:00 AM Location of Sale: Space No. 21 COPPERWOOD 6 LLC FRIENDLY ACRES MOBILE HOME AND RV PARK 2779 W 8TH ST YUMA, AZ 85364 Name of landlord: COPPERWOOD 6 LLC Amount of Claimed Lien: \$11,324.00 as of September 17, 2025 The Personal Property will be sold "as is," where is, with all faults and no warranties. No one may enter the Vehicle/Mobile Home. Buyer purchases the Personal Property subject to any liens with priority over the Landlord's Lien and at their own risk. To bid, bidder must provide valid government-issued identification and must deposit with the auctioneer a \$5,000.00 cashier's check payable to the Landlord named above and sign and agree to the terms of sale. Terms of Sale will

Auctions

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Yuma Sun: August 29, 30, 31, 2025 - 508702

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Notice To Creditors

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Yuma Sun: August 29, 30, 31, 2025 - 508702

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Yuma Sun: August 28, 29, 30, 2025 - 508231

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Notice To Creditors

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **BJ Body Work & Paint LLC**

II. The address of the known place of business is: 3232 W. County 15th Street, Somerton,

person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364

be provided upon request and/or at the sale. High bidder is responsible for space rent from and after date of sale and must either qualify to reside in the mobile home park in which the Personal Property is located and sign a Rental Agreement, or sign a storage agreement and pay monthly space rent to store the Personal Property in the park. Date of Rental Agreement: February 1, 2018 Name (s) of Tenant(s): LARRY ARMSTRONG Said Personal Property is located at the address shown above as the Location of Sale. The above-described Personal Property shall be offered for sale pursuant to A.R.S. § 33-1023. Proceeds from the sale will be applied to costs of sale and to the Landlord's Lien, and any remaining money will be disposed of as provided in A.R.S. § 33-1023. COPPERWOOD 6 LLC By: / s/Illegible Park Manager Dated: August 18, 2025
CNS-3960616# THE SUN (YUMA)
Yuma Sun: August 29, 30, 2025 - 507264

Notice To Creditors

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **BJ Body Work & Paint LLC**

II. The address of the known place of business is: 3232 W. County 15th Street, Somerton,

person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364

Trustee of the above referenced Trust. The Settlor/Trustor and initial Trustee of the Trust was MICHAEL S. MITCHELL who died on July 23, 2025. Pursuant to ARS §14-6103, all persons having claims against MICHAEL S. MITCHELL or the MICHAEL S. MITCHELL TRUST are required to present their claims within four (4) months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Successor Trustee, c/o Benesch, Shadle & White, PLC, 833 E. Plaza Circle, Suite 100, Yuma, Arizona 85365. DATED this 14th day of August, 2025.
/s/ Trevor White
Trevor T. White, Attorney for: Dwight G. Mitchell, Successor Trustee Yuma Sun: August 23, 30, 2025 & September 6, 2025 - 506793

NOTICE TO CREDITORS:

Case No. S1400PB2023-00236 SUPERIOR COURT, STATE OF ARIZONA, COUNTY OF YUMA, In the matter of the Estate of **NICHOLAS J. DAHINDEN III**, Deceased. NOTICE IS HEREBY GIVEN that KRISTIN BATEMAN has been appointed Personal Representative of this Estate. All persons having claims against the Estate are required to present their claims within four (4) months after the date of the first publication of this notice or the claims will forever be barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative, KRISTIN BATEMAN, 104 N. SALE ST, #114, ELLETSVILLE, IN 47429; DATED this 11th day of August, 2025.
Yuma Sun: August 16, 23, 30, 2025 - 503522

Trustees Sales

NOTICE OF TRUSTEE'S SALE

Title No. 250390917 Trustee's Sale No. 185491 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust recorded on 02/08/2005 in Instrument No. 2005-05538, and modification recorded on 01/31/2017 in Instrument No. 2017-02500 of Yuma County, Arizona, at public auction to the highest bidder On the steps at the Yuma County Courthouse, East Entrance, 168 South 2nd Avenue, Yuma, AZ 85364 on **11/06/2025 at 10:00 AM.** NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME ON THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL. Secured property is legally described as: Lot 33, Cibola Heights Unit No 1, according to Book 17 of Plats, Page 79, records of Yuma County, Arizona PURPORTED STREET

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Notice Of Hearing

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described hereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.
Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

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Articles Incorporation

ARTICLES OF INCORPORATION - NONPROFIT HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR Name: **Hawks FFA Alumni and Supporters**
Statutory agent and known place of business: Jason Sullivan, 4806 W 31st ST, Yuma, AZ 85364
Character of Business: Educational support
Yuma Sun: August 24, 31, 2025 & September 7, 2025 - 506917

Articles Organization

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **Bad News Bears Jiu Jitsu LLC**

II. The address of the known place of the business is: 3150 S Winsor Ave, Yuma, AZ 85365

III. The name and street address of the Statutory Agent is: Samantha Monsour, 4143 W 25th Rd Yuma, AZ 85364

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:
Charles Monsour, 4143 W 25th Rd Yuma, AZ 85364, member.
Samantha Monsour, 4143 W

Notice Of Hearing

Articles Organization

I. Name: **LOADED DYCE LLC**

II. The address of the known place of business is: 1822 W. 18th Street, Yuma, AZ 85364

III. The name and street address of the Statutory Agent is: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364

A. Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Dalton Young, 1822 W. 18th Street, Yuma, AZ 85364
Yuma Sun: August 29, 30, 31, 2025 - 507576

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **Rogue Purpose LLC**

II. The address of the known place of business is: 4334 S. Ave 5 1/2 E, Yuma, Arizona 85365

III. The name and street address of the Statutory Agent is: Beau Brooks, 4334 S. Ave 5 1/2 E, Yuma, Arizona 85365

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Yuma Sun: August 29, 30, 31, 2025 - 508702

Trustees Sales

NOTICE OF TRUSTEE'S SALE File ID. #25-08498-GM-AZ Miknaitis The following legally described trust property will be sold, pursuant to the power of sale under that certain trust deed recorded on 01/08/2020 as Document No. 2020-00452, Yuma County, AZ. NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction on **November 21, 2025 at 10:00 AM** on the steps at the Yuma County Courthouse, East Entrance, 168 South 2nd Avenue, Yuma, AZ 85364, and the property will be sold by the Trustee to the highest bidder for cash (in the forms which are lawful tender in the United States and acceptable to the Trustee, payable in accordance with ARS 33-811). The sale shall convey all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described as: Lot 2, Block 6, BEL-AIRE ESTATES UNIT NO. 2, according to Book 3 of Plats, Page 112, records of Yuma County, Arizona.. The street address/location of the real property described above is purported to be: **1319 W 18th Pl Yuma, AZ 85364**. Tax Parcel No.: 664-48-127 6. The undersigned Trustee Leonard J. McDonald, Attorney at Law, disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The beneficiary under the aforementioned Deed of Trust has accelerated the Note secured thereby and has declared the entire unpaid principal balance, as well as any and all other amounts due in connection with said Note and/or Deed of Trust, immediately due and payable. Said sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as

Trustees Sales

provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as proved in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust Original Principal Balance: **\$252,685.00** Original Trustor: **Edward John Miknaitis and Linda A. Miknaitis**, husband and wife as community property, 1319 W 18th Pl, Yuma, AZ 85364. Current Beneficiary: Guild Mortgage Company LLC; Care of/Service: Guild Mortgage Company LLC, P.O Box 85304 5887 Copley Ct Floor 3 San Diego, CA 92111; Current Trustee: Leonard J. McDonald, 2525 East Camelback Road #700 Phoenix, Arizona 85016 (602) 255-6035. /S/Leonard J. McDonald, Attorney at Law, Trustee/Successor Trustee under said Deed of Trust, and is qualified to act as Successor Trustee per ARS Section 33-803 (A) 2, as a member of the Arizona State Bar. On this day of 08/18/2025 before me, /S/Stephen Daniel Clem a Notary Public for said State, personally appeared Leonard J. McDonald, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal /S/Stephen Daniel Clem. This firm is not a Debt Collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction (see Mansour vs. Cal-Western Reconveyance Corp., 618 F.Supp.2d 1178 (D. Ariz. 2009)). Should a subsequent determination be made that this firm is a Debt Collector as that term is defined within the Act, then you are notified that any information obtained will be used for the purpose of collecting a debt. Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this communication is provided solely in reference to the foreclosure on the deed of trust remaining on your property and is not an attempt to collect the discharged personal obligation. The notifications provided herein do not limit or detract from the effect of foreclosure upon the subject property. NOTICE: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee or the Mortgagee's attorney. Yuma Sun: August 24, 31, 2025 & September 7, 14, 2025 - 507292

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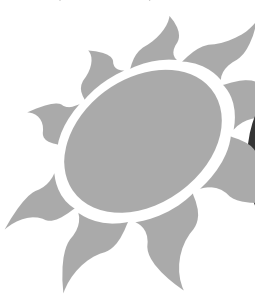
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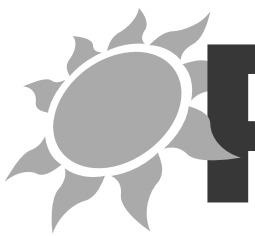
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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.
Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

Articles Organization

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **JEREMY'S MY PILOT CAR LLC**

II. The address of the known place of business is: 13461 S. Ave. 24E, Wellton, AZ 85356

III. The name and street address of the Statutory Agent is: Jeremy Ryan Collins, 13461 S. Ave. 24E, Wellton, AZ 85356

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:
Jeremy Ryan Collins, member
Yuma Sun: September 1, 2, 3, 2025 - 509590

Bid Proposals

Provide one (1) copy of your firms proposal and one (1) soft copy (Thumb Drive PDF) with all required documents sealed shall be mailed or hand-delivered to **Yuma County Administration, 198 S. Main Street, Yuma, Arizona 85364.** Proposals must be received no later than **4:00 P.M. Arizona Time on September 23, 2025.** All proposals will be opened and reviewed immediately after the closing. Any proposals received after that time will not be opened or considered and will be returned to the proposer. Each bid must be submitted in accordance with the Project's Proposal and on the forms provided and a certified or cashier's check or bid bond in the amount of ten (10%) percent of the total bid amount in a sealed envelope. The award will be made to the most responsible proposer submitting the overall best proposal, selected at the County's discretion.

All BIDS must be in a sealed envelope and plainly marked: "CCS Safe House Improvements Project (CDBG 114-25)," along with the bidders name, address, and license number.

Bid Proposals

YUMA COUNTY, ARIZONA
/s/ Maria De Los Reyes,
Grants Administrator
Yuma County Administration-Grants
Yuma Sun: September 1, 8, 2025 - 509403

Notice To Creditors

NOTICE TO CREDITORS
Case No. S1400PB202400326
ARIZONA SUPERIOR COURT
IN YUMA COUNTY

In re the matter of the estate of:
KATHLEEN MARY GIBBONS,
Decedent.

NOTICE IS HEREBY GIVEN that Erin Maureen Plymale has been appointed personal representative of this Estate. All persons having claims against the Estate are required to present their claims within four months after the date of the first publication of this Notice or the claims will be forever barred. Claims must be presented by mailing a written statement of the claim to the personal representative at 1457 South 5th Avenue, Yuma, AZ 85364.
Dated 8/28/2025
/s/ Erin M. Plymale
Erin Maureen Plymale
Personal Representative
Yuma Sun: September 1, 8, 15, 2025 - 509578

Trustees Sales

bidder On the steps at the East entrance to the Yuma County Courthouse, 168 S. 2nd Avenue, Yuma, AZ 85364, in Yuma County, on **10/02/2025 at 10:00 AM** of said day:

Legal Description:

LAND SITUATED IN THE COUNTY OF YUMA IN THE STATE OF AZ.

LOT 244, OF TAMARACK UNIT NO 6, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUMA COUNTY, ARIZONA, RECORDED IN BOOK 18 OF PLATS, 42 AND 43.

Purported Street Address: **8327 FORGET ME NOT STREET, YUMA, AZ 85365**

Tax Parcel Number: 699-02-244

Original Principal Balance: **\$270,000.00**

Name and Address of Current Beneficiary:
DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee for INDYMAC INDEX MORTGAGE LOAN TRUST 2006-AR25 MORTGAGE PASS-THROUGH CERTIFICATES Series 2006-AR25
c/o PHH Mortgage Corporation
PO BOX 24605
West Palm Beach, FL 33416

Name and Address of Original Trustor:
MARIO C. RODRIGUEZ AND MARIA I. RODRIGUEZ, HUSBAND AND WIFE 8327 FORGET ME NOT STREET, YUMA, AZ 85365

Name, Address and Telephone Number of Trustee:
Western Progressive - Arizona, Inc.
7730 Market Center Ave, Suite 100
El Paso, TX 79912
(866) 960-8299

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You can view all current and archived notices on this site.

Articles Organization

place of the business is:
3150 S Winsor Ave, Yuma, AZ 85365

III. The name and street address of the Statutory Agent is: Samantha Monsour, 4143 W 25th Rd Yuma, AZ 85364

Bid Proposals

YUMA COUNTY, ARIZONA NOTICE OF REQUEST FOR PROPOSALS CCS SAFE HOUSE IMPROVEMENTS PROJECT CDBG CONTRACT #114-25

NOTICE IS HERBY GIVEN THAT Yuma County Administration, Yuma, Arizona, is accepting sealed proposals for furnishing all labor, materials, equipment, tools, professional services, permits, fees, and taxes necessary to complete the CCS SAFE HOUSE IMPROVEMENTS PROJECT Project # 114-25, along with work incidental thereto. Bidders are invited but not required to be present at the bid opening.

The Proposal Pamphlet may be obtained by contacting **Maria De Los Reyes at Yuma County** via email: maria.delosreyes@yumacountyaz.gov or by phone at (928) 373-1010. It is also available online at <http://www.yumacountyaz.gov/rfp>. To be included in the Bidder's List and receive addenda and other notices, prospective Bidders on this project MUST register by submitting the "Receipt Acknowledgement Form" within the Proposal Pamphlet.

Yuma County reserves the right to cancel this procurement, and/or reject any and all bids and/or waive any informalities or irregularities in a bid as it may deem in the best interest of Yuma County. No submitter may withdraw their bid for a period of sixty (60) days after the opening and reading of the Proposals.

Trustees Sales

TS No. 2025-00197-AZ NOTICE OF TRUSTEE'S SALE

The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust dated 05/12/2006 and recorded on 05/24/2006 as Instrument No. 2006-21386, Book --- Page --- in the official records of Yuma County, Arizona, **NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR AT public auction to the highest**

TERMS OF SALE: The trustee is only able to accept cash or a cash equivalent, like a cashier's check or certified check

SALE INFORMATION:
Sales Line: (866) 960-8299
Website: <https://www.altisource.com/oginpage.aspx>

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The Purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

DATED: _____
Western Progressive - Arizona, Inc.
Trustee Sale Assistant

Pursuant to A.R.S. 33 803(A)(6), the trustee herein qualifies as a trustee of the Deed of Trust in the trustee's capacity as a corporation all

Articles Organization

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **Bad News Bears Jiu Jitsu LLC**

II. The address of the known

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:
Charles Monsour, 4143 W 25th Rd Yuma, AZ 85364, member.
Samantha Monsour, 4143 W 25th Rd Yuma, AZ 85364, member.
Yuma Sun: August 31, 2025 & September 1, 2, 2025

Yuma County Administration, Yuma, Arizona, is accepting sealed proposals for furnishing all labor, materials, equipment, tools, professional services, permits, fees, and taxes necessary to complete the CCS SAFE HOUSE IMPROVEMENTS PROJECT Project # 114-25, along with work incidental thereto. Bidders are invited but not required to be present at the bid opening.

Yuma County Administration, Yuma, Arizona, is accepting sealed proposals for furnishing all labor, materials, equipment, tools, professional services, permits, fees, and taxes necessary to complete the CCS SAFE HOUSE IMPROVEMENTS PROJECT Project # 114-25, along with work incidental thereto. Bidders are invited but not required to be present at the bid opening.

Yuma County Administration, Yuma, Arizona, is accepting sealed proposals for furnishing all labor, materials, equipment, tools, professional services, permits, fees, and taxes necessary to complete the CCS SAFE HOUSE IMPROVEMENTS PROJECT Project # 114-25, along with work incidental thereto. Bidders are invited but not required to be present at the bid opening.

Yuma County Administration, Yuma, Arizona, is accepting sealed proposals for furnishing all labor, materials, equipment, tools, professional services, permits, fees, and taxes necessary to complete the CCS SAFE HOUSE IMPROVEMENTS PROJECT Project # 114-25, along with work incidental thereto. Bidders are invited but not required to be present at the bid opening.

Notice Of Hearing

Notice Of Hearing



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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.
Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

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As well as public notices throughout the state: www.publicnoticeads.com/az

Articles Organization

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **Bad News Bears Jiu Jitsu LLC**

II. The address of the known place of the business is: 3150 S Winsor Ave, Yuma, AZ 85365

III. The name and street address of the Statutory Agent is: Samantha Monsour, 4143 W 25th Rd Yuma, AZ 85364

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Charles Monsour, 4143 W 25th Rd Yuma, AZ 85364, member. Samantha Monsour, 4143 W 25th Rd Yuma, AZ 85364, member. Yuma Sun: August 31, 2025 & September 1, 2, 2025

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **JEREMY'S MY PILOT CAR LLC**

II. The address of the known place of business is: 13461 S. Ave. 24E, Wellton, AZ 85356

III. The name and street address of the Statutory Agent is: Jeremy Ryan Collins, 13461 S. Ave. 24E, Wellton, AZ 85356

B. Management of the limited liability company is reserved to the members. The names and

Articles Organization

addresses of each person who is a member are: Jeremy Ryan Collins, member Yuma Sun: September 1, 2, 3, 2025 - 509590

ARTICLES OF INCORPORATION FOR-PROFIT CORPORATION ENTITY INFORMATION ENTITY NAME: **RADIANT SKINCARE BY LILIA & CO.** ENTITY ID: 23857638 EFFECTIVE DATE: 07/25/2025 ENTITY TYPE: Domestic For-Profit (Business) Corporation CHARACTER OF BUSINESS: **Other - Skincare** AUTHORIZED SHARES Share Class: Common Share Series: Share Total: 100 PROFESSIONAL SERVICES: N/A STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: Nancy Rodriguez PHYSICAL ADDRESS: 3272 E County 18th St, YUMA, AZ 85365 **KNOWN PLACE OF BUSINESS** 1655 W El Paseo Real, YUMA, AZ 85364 **PRINCIPAL INFORMATION** Director: Lilia Sanchez - 1655 W El Paseo Real, YUMA, AZ, 85364, USA -Date of Taking Office: Incorporator: Lilia Sanchez - 1655 W El Paseo Real, YUMA, AZ, 85364, USA - delvalletax@yahoo.com - Date of Taking Office: President/CEO: Lilia Sanchez - 1655 W El Paseo Real, YUMA, AZ, 85364, USA - Date of Taking Office: **SIGNATURE** Incorporator: Lilia Sanchez - 07/25/2025 Yuma Sun: September 1, 2, 3, 2025 - 509604

Trustees Sales

TS#: 137300-AZ Order #: 250345687-AZ-VOI **NOTICE OF TRUSTEE'S SALE** The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 1/17/2022 and recorded on 1/18/2022, as Instrument No. 2022-01865, and re-recorded 12/27/2022 as instrument no. 2022-38446, in the office of the County Recorder of Yuma County, Arizona, NOTICE! IF

Trustees Sales

YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction to the highest bidder at the below date, time and place. LOT 41, OF DESERT AIR MOBILE ESTATES UNIT 2, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUMA COUNTY, ARIZONA, RECORDED IN BOOK 8 OF PLATS, PAGE 72. COUNTY ASSESSORS TAX PARCEL NUMBER: 699-36-041 STREET ADDRESS OR IDENTIFIABLE LOCATION: **11259 S PRICKLEY PEAR LN YUMA, AZ 85365** In accordance with A.R.S. § 33-808(B), the time of sale will be between 9 a.m. and 5 p.m. at a specific place on the Subject Real Property, at the County Courthouse, or at a specific place of business of the Trustee. Sale Date: **11/6/2025** Sale Time: **12:00 PM** Sale Location: ON THE STEPS AT THE YUMA COUNTY COURTHOUSE, EAST ENTRANCE, LOCATED AT 168 SOUTH 2ND AVENUE, YUMA, AZ 85364 ACCORDING TO THE DEED OF TRUST OR UPON INFORMATION SUPPLIED BY THE BENEFICIARY, THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO A.R.S. SECTION 33-808(C): ORIGINAL TRUSTOR: **FLOYD WILLIAMS BENEDICT AND SARAH ELIZABETH BENEDICT** 4814 W CARTER RD, LAVEEN, AZ 85339 ORIGINAL PRINCIPAL BALANCE AS SHOWN ON DEED OF TRUST:

Trustees Sales

\$152,192.00 CURRENT BENEFICIARY: Data Mortgage INC., DBA Essex Mortgage c/o ESSEX MORTGAGE 1417 N. Magnolia Ave. Ocala, Florida 34475 CURRENT TRUSTEE: Clear Recon Corp 3707 East Southern Avenue Mesa, AZ 85206 Phone: (866) 931-0036 Visit this Internet Web site: WWW.STOXPOSTING.COM Automated Sale Line: (847) 477-7869 Dated: 7/31/2025 CLEAR RECON CORP Alison Arrendale, Authorized Signatory for Trustee A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California) ss. County of (San Diego) ON JUL 31, 2025 before me, Jennifer De La Merced Notary Public, personally appeared Alison Arrendale who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. IN WITNESS WHEREOF I hereunto set my hand and official seal. Jennifer De La Merced, My Comm. Expires Jan 16, 2028 The successor trustee appointed herein qualifies as trustee of the Trust Deed in the trustee's capacity as an Escrow Agent required by ARS Section 33-803, Subsection (A). The name of the state or federal licensing or regulatory body or controlling agency of the trustee is: Arizona Department of Financial Institutions. Yuma Sun: August 12, 19, 26, 2025 & Sept. 2, 2025 - 501887

Thank you for reading the Yuma Sun.



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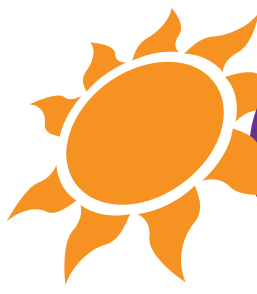
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Yesterday's Answer
"People don't care how much you know until they know how much you care." – Theodore Roosevelt

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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.
Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

Articles Organization

ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: **JEREMY'S MY PILOT CAR LLC**

II. The address of the known place of business is: 13461 S. Ave. 24E, Wellton, AZ 85356

III. The name and street

Articles Organization

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III. The name and street

Articles Organization

address of the Statutory Agent is: Jeremy Ryan Collins, 13461 S. Ave. 24E, Wellton, AZ 85356

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:
Jeremy Ryan Collins, member
Yuma Sun: September 1, 2, 3, 2025 - 509590

Articles of Incorporation

ARTICLES OF INCORPORATION FOR-PROFIT CORPORATION ENTITY INFORMATION
ENTITY NAME: **RADIANT SKINCARE BY LILIA & CO.**
ENTITY ID: 23857638
EFFECTIVE DATE: 07/25/2025
ENTITY TYPE: Domestic For-Profit (Business) Corporation
CHARACTER OF BUSINESS: **Other - Skincare**
AUTHORIZED SHARES Share Class: Common Share Series: Share Total: 100
PROFESSIONAL SERVICES: N/A
AGENT INFORMATION
STATUTORY AGENT NAME: Nancy Rodriguez
PHYSICAL ADDRESS: 3272 E County 18th St, YUMA, AZ 85365
KNOWN PLACE OF BUSINESS 1655 W El Paseo Real, YUMA, AZ 85364
PRINCIPAL INFORMATION
Director: Lilia Sanchez - 1655 W El Paseo Real, YUMA, AZ, 85364, USA -Date of Taking Office: Incorporator: Lilia Sanchez - 1655 W El Paseo Real, YUMA, AZ, 85364, USA - delvalletax@yahoo.com - Date of Taking Office: President/CEO: Lilia Sanchez - 1655 W El Paseo Real, YUMA, AZ, 85364, USA - Date of Taking Office:
SIGNATURE
Incorporator: Lilia Sanchez - 07/25/2025
Yuma Sun: September 1, 2, 3, 2025 - 509604

Notice Of Hearing

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. S1400JD202500038 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **JUAN CARLOS ESPARZA** d.o.b. 03/29/2008
Person under 18 years of age.
TO: DORA MARIA ESPARZA A.K.A. DORA MARIA SERRANO AND JUAN CARLOS ESPARZA, parents and/or guardians of the above-named child.
1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure; and Rule 329 of the Arizona Rules of Procedure for the Juvenile Court.
2. The Court has set a hearing on the 27th day of October, 2025, at 10:00 a.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any

Notice Of Hearing

parent or guardian named herein is contesting the allegations in the Petition.
3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference, or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established.
5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your child dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804.
6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: CARROL S. MARTIN, Office of the Attorney General, CFP/PSS, 1800 E. Palo Verde Street, Suite B, Yuma, Arizona 85365. The assigned case manager is Isabelle Villanueva and may be reached by telephone at (928) 317-2292.
7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (928) 314-1900.
8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.
DATED this 25th day of August, 2025.
KRISTIN K. MAYES
Attorney General
CARROL S. MARTIN
Assistant Attorney General
CNS-3961981#
THE SUN (YUMA)
Yuma Sun: September 3, 10, 17, 24, 2025 - 509383

Notice Of Hearing

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. S1400JD202500013 (Honorable R. Erin Farrar) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF YUMA

In the Matter of: **EVA'ANGELIQUA MACIAS** d.o.b. 05/14/2017
Person under 18 years of age.
TO: JOHNNA ANTONIA DE LOS REYES AND VICTOR MANUEL MACIAS, parents and/or guardians of the above-named child.
1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure; and Rule 329 of the Arizona Rules of Procedure for the Juvenile Court.
2. The Court has set a hearing on the 27th day of October, 2025, at 10:00 a.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any

Notice Of Hearing

Procedure; and Rule 329 of the Arizona Rules of Procedure for the Juvenile Court.
2. The Court has set a hearing on the 4th day of November, 2025, at 10:00 a.m., at the Yuma County Superior Court, Juvenile Justice Center, 2440 West 28th St, Yuma, Arizona 85364, before the Honorable R. Erin Farrar for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.
3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference, or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established.
5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your child dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804.
6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: CARROL S. MARTIN, Office of the Attorney General, CFP/PSS, 1800 E. Palo Verde Street, Suite B, Yuma, Arizona 85365. The assigned case manager is Ruben Villalobos and may be reached by telephone at (928) 247-8700.
7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (928) 314-1900.
8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.
DATED this 25th day of August, 2025.
KRISTIN K. MAYES
Attorney General
CARROL S. MARTIN
Assistant Attorney General
CNS-3962035#
THE SUN (YUMA)
Yuma Sun: September 3, 10, 17, 24, 2025 - 509385

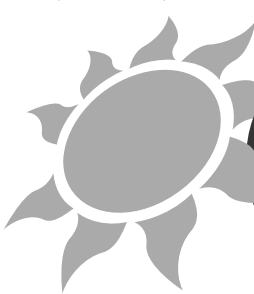
Trustees Sales

sale under that certain trust deed recorded on 03/02/2023 as Document No. 2023-05143 , Yuma County, AZ. NOTICE IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction on **November 13, 2025 at 10:00 AM** On the Steps at the Yuma County Courthouse, East Entrance, 168 South 2nd Avenue, Yuma, AZ 85364 and the property will be sold by the Trustee to the highest bidder for cash (in the forms which are lawful tender in the United States and acceptable to the Trustee, payable in accordance with ARS 33-811). The sale shall convey all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described as: Lot 2, Block 4, VALLEY SUBDIVISION, according to Book 3 of Plats, Page 100, Records of Yuma County, Arizona.. The street address/location of the real property described above is purported to be: **29225 E Napa Ave Wellton, AZ 85356**. Tax Parcel No.: 709-05-028 3. The undersigned Trustee Leonard J. McDonald, Attorney at Law, disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The beneficiary under the aforementioned Deed of Trust has accelerated the Note secured thereby and has declared the entire unpaid principal balance, as well as any and all other amounts due in connection with said Note and/or Deed of Trust, immediately due and payable. Said sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. Original Principal Balance: **\$201,010.00** Original Trustor: **Gina Jensen**, an unmarried woman, 12618 E 47th St,

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Trustees Sales

NOTICE OF TRUSTEE'S SALE File ID. #25-08264-EG-AZ Jensen The following legally described trust property will be sold, pursuant to the power of



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K D U U H Q D V K U N K D C W X C

C R V R M Y A X D M K D C W X C

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Yesterday's Answer
"Keep smiling, because life is a beautiful thing and there's so much to smile about." – Marilyn Monroe

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1976 FORD F-150 CLASSIC PICK UP, super cab, as is \$39,900 OBO. Call Jesse R. at 928-366-6841.

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Notice Of Hearing

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.
Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844

Notice Of Hearing

Summons

(physical address): 250 W. 2nd Street, Suite A * Yuma, AZ 85364; (928) 817-4100. 4. Your answer must be in writing. (a) You may obtain an answer form from the court listed above, or on the Self-Service Center of the Arizona Judicial Branch website at <http://www.azcourts.gov/> under the "Public Services" tab. (b) You may visit <http://www.azturbcourt.gov/> to fill in your answer form electronically; this requires payment of an additional fee. (c) You may also prepare your answer on a plain sheet of paper, but your answer must include the case number, the court location, and the names of the parties. 5. You must provide a copy of your answer to the plaintiff(s) or to the plaintiff's attorney. IF YOU FAIL TO FILE A WRITTEN ANSWER WITH THE COURT WITHIN THE TIME INDICATED ABOVE, A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU, AS REQUESTED IN THE PLAINTIFF(S) COMPLAINT. Date: FEB 26 2025 /s/Illegible Justice of the Peace REQUEST FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE COURT AS SOON AS POSSIBLE BEFORE A COURT PROCEEDING. A copy of the Summons and Complaint may be obtained by contacting the Plaintiff's attorney: J. Vance Andersen, J. Vance Andersen, P.L.C., 25823 N. 101st Avenue, Peoria, AZ 85383, (602) 995-0490, vance@azjurist.com
CNS-3956278#
THE SUN (YUMA)
Yuma Sun: August 14, 21, 28, 2025 & September 4, 2025 - 502195

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Notice To Creditors

NOTICE TO CREDITORS
Case No: S1400PB202500194
(For Publication)
SUPERIOR COURT OF ARIZONA YUMA COUNTY

In the Matter of the Estate of: **GARY CLIFFORD AALFS**, Deceased Notice is given that **JACOB JOHN AALFS** was appointed Personal Representative of this estate. All persons having claims against the estate are required to present their claims within (4) months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at 1826 Three Forks, San Antonio, TX 78258.
Dated This 29th day of August, 2025.
By: /s/ Jacob J. Aalfs
JACOB J. AALFS
Yuma Sun: September 4, 11, 18, 2025 - 510735

Summons

SUMMONS
CASE NO. J1401CV2025-578
YUMA JUSTICE COURT, YUMA COUNTY, ARIZONA 250 W. 2nd Street, Suite A * Yuma, AZ 85364
LENDMARK FINANCIAL SERVICES, LLC Plaintiff, vs. AMY CHICOLA, Defendants. THE STATE OF ARIZONA TO: Amy Chicola 3300 S 8th Ave, Unit 22 Yuma, AZ 85365 1. You are summoned to respond to this complaint by filing an answer with this court and paying the court's required fee. If you cannot afford to pay the required fee, you may request the court to waive or to defer the fee. 2. If you were served with this summons in the State of Arizona, the court must receive your answer to the complaint within twenty (20) calendar days from the date you were served. If you were served outside the State of Arizona, the court must receive your answer to the complaint within thirty (30) days from the date of service. If the last day is a Saturday, Sunday, or holiday, you will have until the next working day to file your answer. When calculating time, do not count the day you were served with the summons. 3. This court is located at

Summons

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Attention: Classified Ads
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Fax: 928.539.6810
Email: classifieds@yumasun.com

Online at **ClassifiedsinYuma.com**

Summons

SUMMONS
CASE NO. J1401CV2025-578
YUMA JUSTICE COURT, YUMA COUNTY, ARIZONA 250 W. 2nd Street, Suite A * Yuma, AZ 85364
LENDMARK FINANCIAL SERVICES, LLC Plaintiff, vs. AMY CHICOLA, Defendants. THE STATE OF ARIZONA TO: Amy Chicola 3300 S 8th Ave, Unit 22 Yuma, AZ 85365 1. You are summoned to respond to this complaint by filing an answer with this court and paying the court's required fee. If you cannot afford to pay the required fee, you may request the court to waive or to defer the fee. 2. If you were served with this summons in the State of Arizona, the court must receive your answer to the complaint within twenty (20) calendar days from the date you were served. If you were served outside the State of Arizona, the court must receive your answer to the complaint within thirty (30) days from the date of service. If the last day is a Saturday, Sunday, or holiday, you will have until the next working day to file your answer. When calculating time, do not count the day you were served with the summons. 3. This court is located at

Summons

SUMMONS
CASE NO. J1401CV2025-578
YUMA JUSTICE COURT, YUMA COUNTY, ARIZONA 250 W. 2nd Street, Suite A * Yuma, AZ 85364
LENDMARK FINANCIAL SERVICES, LLC Plaintiff, vs. AMY CHICOLA, Defendants. THE STATE OF ARIZONA TO: Amy Chicola 3300 S 8th Ave, Unit 22 Yuma, AZ 85365 1. You are summoned to respond to this complaint by filing an answer with this court and paying the court's required fee. If you cannot afford to pay the required fee, you may request the court to waive or to defer the fee. 2. If you were served with this summons in the State of Arizona, the court must receive your answer to the complaint within twenty (20) calendar days from the date you were served. If you were served outside the State of Arizona, the court must receive your answer to the complaint within thirty (30) days from the date of service. If the last day is a Saturday, Sunday, or holiday, you will have until the next working day to file your answer. When calculating time, do not count the day you were served with the summons. 3. This court is located at

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Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

Lisa Reilly or David Fornof, being duly sworn, says:

That (s)he is Publisher or Director of Operations of the Yuma Sun, a daily newspaper of general circulation, printed and published in Yuma, Yuma County, AZ; that the publication, a copy of which is attached hereto, was in the published said newspaper on the following dates:

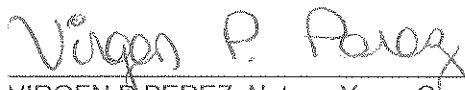
08/29/2025 08/30/2025 08/31/2025 09/01/2025 09/02/2025
09/03/2025 09/04/2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED: 

Publisher or Director of Operations

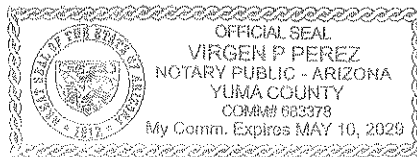
Subscribed to and sworn to me this 4th day of September 2025.



VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

54782 508844



REGIONAL CENTER FOR BORDER HEALTH
950 W. MAIN ST BLDG-A
SOMERTON AZ 85350

Ad text : NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.

Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844