



NOTICE OF SPECIAL COUNCIL MEETING

In accordance with section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Special City Council meeting at 6:30 p.m. Monday, September 28, 2015. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 East 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, 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 APPROVED BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA ESPECIAL

De acuerdo a la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al público en general que el Alcalde y el Concilio de San Luis, Arizona tendrán una Junta Especial a las 6:30 p.m. el día Lunes, 28 de Septiembre del 2015. La junta se llevará a cabo en la Sala del Concilio, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis 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, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio 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 solicitar por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo/hija menor no este presente cuando la grabación se lleve a cabo. Si un menor de edad esta 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 el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Special Meeting
San Luis City Council
San Luis Council
Chambers
1090 E. Union Street
September 28, 2015
6:30 P.M.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. DISCUSSION AND POSSIBLE ACTION ITEMS:**
 - 3. A.** Discussion and possible action of approval of separation and general release agreement with Robert Eads. **(Glenn Gimbut, City Attorney)**
 - 3. B.** Discussion and possible action on any and all matters regarding the appointment/nomination of a Border Trade Alliance (BTA) member. **(Tadeo A. De La Hoya)**
- 4. EXECUTIVE SESSION**

Vote to hold and Executive Session pursuant to A.R.S. §38-431.03(A)(1) and § 38-431.03(A)(3)

 - 4. A.** Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A)(1) and § 38-431.03(A)(3) on any and all matters relating to the position of City Manager and the recruitment, employment, assignment, appointment, and/or salaries of the position, including possible appointment of Interim City Manager, and consultation with the attorney or attorneys of the City regarding same. **(Mayor Gerardo Sanchez)**
- 5. MOTION TO GO BACK INTO REGULAR SESSION**
- 6. DISCUSSION AND POSSIBLE ACTION ITEM(S)**
 - 6. A.** Discussion and possible action regarding any and all matters related to the position of City Manager and the recruitment, employment, assignment, appointment, and/or salaries of the position, including possible action of appointment of Interim City Manager. **(Mayor Gerardo Sanchez)**
- 7. ADJOURNMENT**



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. A.

Meeting Date: 09/28/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

Submitted By: Glenn Gimbut, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action of approval of separation and general release agreement with Robert Eads. **(Glenn Gimbut, City Attorney)**

SUMMARY:

Mr. Robert Eads has resigned his position as City Manager. Pursuant to direction of the Mayor, a separation agreement with Mr. Eads consistent with his contract has been negotiated by Special Counsel Steve Coleman of Pierce and Coleman. Staff recommends its approval.

RECOMMENDATION / SUGGESTED MOTION:

I HEREBY MOVE TO APPROVE THE SEPARATION AND GENERAL RELEASE AGREEMENT WITH ROBERT EADS IN THE FORM AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

Form of agreement will be attached when available

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: \$89,238.39

BUDGETED: Yes

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: \$264,547.00

FISCAL IMPACT STATEMENT:

Budgeted amount for Administration Department will have sufficient amount for the terminated employee but not for a successor.

Account to be used is 100-115-50000.

Attachments

Separation Agreement

**SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter this “Agreement”) is entered into by and between Robert Eads (“EADS”), on the one hand, and the City of San Luis (the “CITY”), on the other hand, for the purpose of severing the employment relationship between them.

1. **Resignation.** EADS hereby voluntarily resigns his employment with the CITY, with the resignation to be effective upon the execution of this Agreement by both parties.

2. **Consideration.** In consideration for each of the terms of this Agreement, the CITY will provide EADS with the following:

- a. The CITY will pay EADS the lump gross sum of \$65,000.00, less applicable state and federal withholding taxes as required by law, which is the equivalent of sixth months of salary.
- b. The CITY will pay EADS the lump gross sum of \$10,300.80, less applicable state and federal withholding taxes as required by law, which is the equivalent of 30 days of salary.
- c. The CITY will pay EADS the lump gross sum of \$7,000, less applicable state and federal withholding taxes as required by law, to use in his discretion for COBRA continuation benefits. Should EADS choose to use this amount to pay for COBRA continuation benefits, he will be solely responsible for completing the required enrollment forms and making all necessary payments.
- d. The CITY shall pay EADS the lump gross sum of \$6,937.59, less applicable state and federal withholding taxes as required by law, in satisfaction of 107.76 hours of accrued but unused vacation time.

The form of payment shall be a check payable to “Robert Eads,” which shall be delivered within 10 business days following the expiration of the revocation period outlined in Section 8.

3. **Release and Covenant Not to Sue.** EADS agrees that he will not initiate or cause to be initiated against the CITY or any of its current, past, or future agents, attorneys, insurers, council members, elected officials, employees, subsidiaries, affiliated entities, or any person or entity acting by, through, under or in concert with it, in both their personal and official capacities, (collectively referred to as “Released Parties) any lawsuit, compliance review, action, grievance proceeding or appeal, investigation or proceeding of any kind (collectively referred to as “claims”), or participate in same, individually or as a representative or a member of a class, under any contract (express or implied), law or regulation (federal state or local), including but not limited to claims pertaining to or in any way related to his employment or the termination of his employment relationship with the CITY.

EADS further agrees that pursuant to this Agreement, he releases and forever discharges the CITY and the other Released Parties from any and all claims, demands, damages, caused of action, and any liability whatsoever, including but not limited to claims on account of or in any manner arising out of his employment with the CITY or the termination of the employment relationship. By way of example only, and without limiting this release, EADS releases the CITY and the other Released Parties from any cause of action, right, claim or liability under Title VII of the 1964 Civil Rights Act, as amended, the Family and Medical Leave Act, the United States Constitution or Arizona Constitution, the Arizona Wage Statute, the Arizona Civil Rights Act, the Arizona Employment Protection Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and any other equal employment opportunity law or statute, any due process or other constitutional theory, any Arizona statute, any federal statute, any common law claim including wrongful discharge, implied or express contract, the covenant of good faith and fair dealing, or any other claim in tort or contract arising under any theory of the law. EADS also waives and releases any appeal or grievance rights pursuant to the CITY's personnel policies, procedures, regulations, or ordinances.

EADS understands and acknowledges that this release forever bars him from suing or otherwise asserting a claim against the CITY or any other Released Party on the basis of any event occurring prior to his execution of this Agreement, whether the facts are now known or unknown, and whether the legal theory upon which such claim might be based is now known or unknown.

4. **Acknowledgement of Full Payment.** EADS acknowledges and agrees that he has received payment in full by the CITY for all wages, overtime, bonuses, or other forms of compensation to which he was entitled as a result of his employment.

5. **Provision for Unknown Claims.** EADS warrants that he does not have any claim or charge pending against the CITY or any of the other Released Party with any court, tribunal, administrative agency, governmental agency, or other such body.

6. **Waiver of Right to Recovery and No Inducement.** EADS waives any right to monetary recovery should any administrative agency pursue any released claim on his behalf. To the extent permitted by law, and/or unless required by law, EADS agrees that he will not induce, aid, or abet anyone in instituting or prosecuting any pending or future claim against the CITY or any other Released Party in any court, arbitral tribunal, or administrative agency. However, nothing in this provision shall prohibit EADS from communicating with any governmental agency regarding a matter within the agency's jurisdiction.

7. **Consultation with Legal Counsel.** EADS acknowledges that this Agreement constitutes written notice from the CITY that it advises him to seek legal counsel before signing this Agreement.

8. **Notice of Time for Reflection and Waiver.** EADS acknowledges that he has fully discussed all aspects of this Agreement with his attorney to the extent he wishes to do so. EADS agrees that he has carefully read and fully understands all of the provisions of this Agreement and that he is voluntarily entering into this Agreement. EADS agrees that, as part of

this Agreement, he has been provided with consideration in addition to anything of value to which he is already entitled. EADS is advised that, prior to waiving claims he may have under the Age Discrimination in Employment Act, he may take up to twenty-one (21) calendar days to consider this Agreement before signing, and he may revoke this Agreement within seven (7) calendar days after he signs the Agreement. If EADS wishes to revoke the Agreement, he must do so by delivering written notification of the revocation before the expiration of the revocation period to Ketic St. Louis, the CITY's Finance Director. In the event this Agreement is signed prior to the expiration of 21 days, EADS acknowledges that he has voluntarily and knowingly agreed to waive his entitlement to take 21 days to consider this Agreement.

9. **Effective Date of Agreement.** This Agreement will be effective upon execution by both parties and the expiration of the seven-day revocation period outlined in Section 8 above.

10. **Neutral Reference.** EADS agrees to direct all reference requests from prospective employers to the City's Human Resources Director. The CITY agrees that the Human Resources Director shall respond to such reference requests by disclosing only the following information regarding EADS: dates of employment, position(s) held, and rate of pay.

11. **Full Consideration.** EADS agrees that the CITY's compliance with the above described terms constitutes full and sufficient legal consideration for the promises and covenants set forth in this Agreement.

12. **No Admission of Wrongdoing.** The parties each agree that nothing in this Agreement shall be construed as an admission by either of them of any wrongdoing or violation of any applicable law.

13. **Bar.** EADS specifically agrees that this Agreement may be pled by the CITY or any of the other Released Parties as an absolute bar to any released claim.

14. **Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement between the parties and shall be considered and understood to be a contractual commitment and not a mere recital. This Agreement shall be binding upon the CITY and its successors and assigns and upon EADS and his respective agents, heirs, executors, representatives, and assigns.

15. **Fees and Costs.** In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

16. **Waiver and Amendment.** A waiver of any right under this Agreement must be in writing to be effective. This Agreement may be amended only by a writing signed by the parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

17. **Return of Property.** Within five business days of the effective date of this Agreement, EADS shall return all property of the CITY in his possession.

18. **Complete Agreement.** This Agreement sets forth the entire Agreement between the parties.

19. **Choice of Law.** This Agreement shall be construed, enforced, and governed by the laws of the State of Arizona.

20. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

21. **Acknowledgement.** EADS acknowledges that in executing this Agreement, he does not rely on any inducements, promises or representations made by the CITY other than those expressly stated herein. Further, EADS declares that he has read this Agreement and fully understands its terms and contents, including their rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. EADS agrees and acknowledges that the waiver and release of all rights or claims he may have under any local state or federal law is knowing and voluntary.

CITY OF SAN LUIS

By _____
Its _____

Dated: _____

ROBERT EADS

Dated: _____



AGENDA ITEM REVIEW FORM

Special City Council Meeting

3. B.

Meeting Date: 09/28/2015

Department Head: Tadeo De la Hoya, Assistant to the City Manager, Administration

Submitted By: Tadeo De la Hoya, Assistant to the City Manager, Administration

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the appointment/nomination of a Border Trade Alliance (BTA) member. **(Tadeo A. De La Hoya)**

SUMMARY:

Currently Mr. Robert A. Eads serves as member of the BTA representing the City of San Luis. City Council wishes to replace Mr. Eads as BTA member representing the City of San Luis.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPOINT _____ TO REPRESENT THE CITY OF SAN LUIS ON THE BORDER TRADE ALLIANCE.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

N/A



AGENDA ITEM REVIEW FORM

Special City Council Meeting

4. A.

Meeting Date: 09/28/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

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

Action Requested: Motion

ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A)(1) and § 38-431.03(A)(3) on any and all matters relating to the position of City Manager and the recruitment, employment, assignment, appointment, and/or salaries of the position, including possible appointment of Interim City Manager, and consultation with the attorney or attorneys of the City regarding same.

(Mayor Gerardo Sanchez)

SUMMARY:

The Mayor requested this executive session for Council to discuss the position of City Manager.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION AS STATED IN THE AGENDA

Supporting information not attached to the Agenda Item Review Form:

No attachments

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: None

TOTAL: 0

BUDGETED: 0

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

No fiscal impact at this time.



AGENDA ITEM REVIEW FORM

Special City Council Meeting

6. A.

Meeting Date: 09/28/2015

Department Head: Glenn Gimbut, City Attorney, Attorney's Office

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

Action Requested: Motion

ITEM:

Discussion and possible action regarding any and all matters related to the position of City Manager and the recruitment, employment, assignment, appointment, and/or salaries of the position, including possible action of appointment of Interim City Manager. **(Mayor Gerardo Sanchez)**

SUMMARY:

The Mayor has asked for this item to be placed on the agenda. It is unknown if any action will be taken. At the present time none is proposed.

RECOMMENDATION / SUGGESTED MOTION:

No suggested motion at this time. Council may make such motion as Council may desire regarding the matter listed on the agenda.

Supporting information not attached to the Agenda Item Review Form:

No attachments.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: None

TOTAL: 0

BUDGETED: 0

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

No fiscal impact at this time.
