



## **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 7:00 p.m. Tuesday, November 24, 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 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 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 Cabildo de San Luis, Arizona, tendrán una Junta Especial a las 7:00 p.m. el día Martes, Noviembre 24 del 2015. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado.

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 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 solicitar por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo/hija 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 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**  
**San Luis, AZ 85349**  
**November 24, 2015**  
**7:00 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. INVOCATION**

**4. PROCLAMATION**

**4. A.** Dia Del Campesino (Farm Worker's Day) - December 5, 2015

**5. CONSENT AGENDA**

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

**5. A. MINUTES OF**

-Work Session held October 21, 2015

**5. B. DISBURSEMENTS FROM NOVEMBER 2, 2015 TO NOVEMBER 13, 2015**

Total Disbursements \$622,021.76

(Six Hundred, Twenty-Two Thousand, Twenty-One Dollars and Seventy-Six Cents)

**5. C.** Discussion and possible action on any and all matters regarding approval and ratification of Beach Street change orders for the Community Development Block Grant (CDBG) Cemex Construction Contract. **(Jenny Torres, Community Development Director)**

**5. D.** Discussion and possible action on any and all matters regarding Resolution No. 1123. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona and Yuma County for roadway maintenance. **(Eulogio Vera, Director of Public Works)**

**6. SUMMARY OF CURRENT EVENTS**

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

**7. CALL TO THE PUBLIC**

This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

**8. EXECUTIVE SESSION**

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

**8. A.** Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1) and A.R.S. §38-431.03(A)(3) on any and all matters relating to the wages for the Interim City Manager, and/or discussion and legal advice with the attorney or attorneys of the City regarding the same. **(Mayor Gerardo Sanchez)**

**8. B.** Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1) and A.R.S. §38-431.03(A)(3) on any and all matters relating to the position of City Manager and the possibility of an independent contractor as consultant to the Interim City Manager and City Council, the terms of the consultant contract, and/or discussion and legal advice with the attorney or attorneys of the City regarding the same. **(Mayor Gerardo Sanchez)**

**9. MOTION TO GO BACK INTO REGULAR SESSION**

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

**10. A.** Discussion and possible action on any and all matters relating to the wages of the Interim City Manager. **(Mayor Gerardo Sanchez)**

**10. B.** Discussion and possible action regarding any and all matters related to the position of City Manager and a Consultant to the Interim City Manager and to City Council. **(Mayor Gerardo Sanchez)**

**11. ADJOURNMENT**



## PROCLAMATION

### Special City Council Meeting

4. A.

Meeting Date: 11/24/2015

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Title:

Dia Del Campesino (Farm Worker's Day) - December 5, 2015

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### Attachments

Proclamation-Dia Del Campesino 12/5/15

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **DIA DEL CAMPESINO (FARM WORKER'S DAY) December 5, 2015**

**WHEREAS**, the economic contributions made by Farm Workers to our local, state, national, and international economies are significant;

**WHEREAS**, their contributions are honored with the 21<sup>st</sup> Annual "Día Del Campesino" Health and Informational fair;

**WHEREAS**, the event acknowledges the need to provide information and services to all Farm Workers of the region; and

**WHEREAS**, Campesinos Sin Fronteras was established to promote familial, social and economic stability among the low-mid income, migrant and seasonal farm worker community and together with more than 60 organizations have collaborated to sponsor this service to the community;

**NOW THEREFORE**, I, Gerardo Sanchez, Mayor of the City of San Luis, Arizona, on behalf of the people of the City of San Luis, do hereby proclaim the 5<sup>th</sup> Day of December of 2015 as **Día Del Campesino (Farm Worker's Day)**, in San Luis, Arizona.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of November 2015.

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Gerardo Sánchez, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. A.

Meeting Date: 11/24/2015

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Summary

#### **MINUTES OF**

-Work Session held October 21, 2015

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Attachments

Minutes 10/21/2015

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**MINUTES**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**October 21, 2015**  
**6:30 p.m.**

**1. CALL TO ORDER/ROLL CALL**

Mayor G. Sanchez called the Work Session to order at approximately 6:34 p.m.

**PRESENT:** Mayor Gerardo Sanchez  
Vice-Mayor Matias Rosales  
Council Member Ruben Walshe  
Council Member Gloria Torres  
Council Member Mario Buchanan Jr.

**ABSENT:** Council Member Africa Luna-Carrasco  
Council Member Maria Cecilia Ramos

**OTHERS PRESENT:** Tadeo A. De La Hoya, Interim City Manager  
Sonia Cornelio, City Clerk  
Kay Macuil, City Attorney  
Derek Dueñas, IT Technician  
Eulogio Vera, Public Works Director  
Geraldine Gutierrez, PIO/Assistant to Mayor and Council  
Hank Green, Fire Chief  
Jennifer Cisneros, Assistant Parks and Recreation Director  
Jenny Torres, Community Development Director  
John Starkey, Building Safety Director  
Manuel Rojas, Assistant Public Works Director  
Victor Figueroa, Acting Chief of Police  
Jonathan Dumadag, IT Technician  
Rick Bauerman, Fire Engineer  
Gilberto Torres, Public Works  
Pamela Green, Visitor  
Marco Santana, Police Department  
Jorge Perez, Utilities Department

## **2. ACTION ITEMS:**

### **2.A. Discussion on any and all matters regarding the purchase of a new 4x4 Ford truck and a new 4x2 Ford truck for Wastewater Division, Public Works Department. (Manuel Rojas, Assistant Public Works Director)**

Mr. Manuel Rojas, Assistant Public Works Director, informed that this purchase was requested and approved for fiscal year 2015-2016. He stated that staff will be making this purchase through a cooperative contract with either the City of Phoenix or Maricopa County. He added that staff received quotes earlier this year, but the prices went up. The prices are compatible, still cheaper than Chevy Truck prices. Furthermore, he added that considering the savings in gas, mileage, maintenance, service, and prior year expenditure totals, it is feasible to cover additional costs from Waste Water Vehicle Maintenance.

Mr. Tadeo A. De La Hoya, Interim City Manager, asked if staff obtained quotes from local dealers. Mr. Rojas replied that they did, but the quotes came out higher.

There was no further discussion from Council and staff.

### **2.B. Discussion on any and all matters regarding the purchase of a new 70hp Flygt sewer pump for Lift Station 300 for Public Works Department, Wastewater Division. (Manuel Rojas, Assistant Public Works Director)**

Mr. Manuel Rojas, Assistant Public Works Director, informed that during the upgrade of Lift Station 300, a 100hp sewer pump was installed, but during the years, staff has been replacing the pumps every 2 to 3 years with an initial cost of approximately \$12,000.00 and currently it has increased to \$17,000.00. He mentioned that staff believes that this pump will provide efficiency, energy savings and minimize maintenance costs.

There was no further discussion from Council and staff.

### **2.C. Discussion on any and all matters regarding contract with James Davey and Associates, Inc. to provide design and engineering services associated with the improvements on Merrill Avenue. (Jenny Torres, Community Development Director)**

Ms. Jenny Torres, Community Development Director, informed that the Arizona Department of Housing released their Notice of Funding Availability for the State Special Projects (SSP) funding on October 15, 2015 and the deadline to submit the application is April 15, 2016. She added that the City intends to apply for \$300,000.00 in Community Development Block Grant Funds for improvements. She stated that road improvement is one of the projects eligible to be submitted.

Furthermore, she added that one of the requirements for this type of funding is that the design for the project has to be completed. Ms. Torres informed that staff did not have to do a survey because the area qualifies, therefore staff is working on the Environmental Review, one public hearing was held and a second public hearing will be held during a Council meeting in December 2015. She informed that Merrill Avenue Project was the only project proposed. She stated that this project will consist of two phases, the first phase cost will be approximately \$400,000.00 and the second phase cost will be approximately \$300,000.00. She mentioned that if SSP funding is awarded, it will be \$300,000.00 that will be covered by this grant and staff will have to allocate additional funding during next year's budget preparation. Ms. Torres informed that the Legal Department revised the contract and removed the construction phase from the contract, as this will only be an engineering contract. She stated that a final contract will be presented during the Regular Council meeting scheduled for October 28, 2015. She stated that staff will be requesting that Council awards James Davey and Associates with the engineering contract for the design of this project. She added that Public Works will be responsible for paying the cost of the design, which will be approximately \$20,000.00.

There was no further discussion from Council and staff.

### **3. DISCUSSION ITEMS:**

#### **3.A. Discussion on any and all matters regarding update on the proposed recreation sports complex. (Jenny Torres, Community Development Director)**

Ms. Jenny Torres, Community Development Director, informed that as directed by Council in the past, staff was allowed to go before the San Luis High School to propose an Intergovernmental Agreement to use their sports fields. She mentioned that if the bonds get approved by the voters on November 2015, the district is willing to prioritize the field improvements project. She stated that the San Luis High School will be putting all the utility installation on the fields and the City's commitment will be to cover the cost of the lighting. As part of the Intergovernmental Agreement, the City will be responsible for maintaining the field for the first year. She stated that staff will propose to set up a plan where every year improvements will be done to the site, maintaining the additional fields, to have a sports complex where not only the high school students will benefit from it, but the community as well. The cost for the first field lighting is approximately \$350,000.00 and to maintain it every year will be approximately \$300,000.00.

Council Member R. Walshe asked if the commitment from the San Luis High School is in writing or is it just a verbal commitment.

Ms. Torres replied that the bond has specific projects for each high school and San Luis High School has the improvements to the fields.

Council Member R. Walshe stated that he knows that the San Luis High School has a running track in their bonds, but he has not seen anything about the fields.

Ms. Torres replied that the improvements to the field will be part of the overall track.

Mr. Chris Kasid, Parks and Recreation Director, informed that a portion of those bonds will give the high school a running track, where they will be putting asphalt on the track that they currently have. He mentioned that the City is proposing to install lights on the soccer field to move some games in that site at night and during the weekends. He commented that he is proposing to install LED lighting. He stated that during the budget retreat staff will be presenting the cost for the lighting and what will be done to maintain and also will be requesting extra personnel to maintain those fields. Mr. Kasid informed that currently that area does not have electricity, and this will have to be pulled from the high school.

Mayor G. Sanchez mentioned that this is something that needs to be done. He commented this project will promote healthy individuals and sports.

Mr. Kasid added that San Luis High School has 44 acres that was not developed properly. He mentioned that he would like to hire an engineer to see how this land can be developed; he said that he would like to see if an engineer can be hosted by the City to see how this can be used. He commented that if the City is able to partner up with the San Luis High School, he would like to see this land redesigned.

### **3.B. Discussion on any and all matters regarding traffic studies and roadway needs for the Gadsden Elementary Schools Access Roads. (Jenny Torres, Community Development Director)**

Ms. Jenny Torres, Community Development Director, informed that in January staff met with the Arizona State Land Department and the Gadsden Elementary School District, regarding the issue about the land on 1<sup>st</sup> Avenue toward the schools, there is no permission to have an access road on that area for vehicles to be crossing their land. She mentioned that one of the things that the Arizona State Land Department recommended is that Gadsden School District submit a letter of right-of-entry and this will allow them to do dust control. This letter was approved by the state and is valid until March 2016. She mentioned that the second recommendation that the Arizona State Land Department made was that the City submit an application for right-of-way on 1<sup>st</sup> Avenue and Union Street in order for them to build access roads to the schools. Ms. Torres presented a map with the location of the access road. She mentioned that in order to determine where the access road is needed, a traffic study was done by Core Engineering Group, PLLC.

Mr. Eulogio Vera, Public Works Director, gave a report of the traffic study results. This traffic study is on file with the complete Agenda Packet which is on file at the Office of the City Clerk. Mr. Vera informed that currently staff is waiting from the authorization from the State Land Department to apply, then the City will have to start negotiations with the Gadsden School District to see what will be paid by each entity.

Furthermore, Mr. Vera also informed that the traffict study on 10<sup>th</sup> Avenue was performed in conjunction with the one on 1<sup>st</sup> Avenue. He mentioned that it is suggested that 10<sup>th</sup> Avenue be widen going North and South, and then will widen one lane for the left turn. He added that for these improvements staff will have to acquire right-of-way to be able to accomade the recommended improvements.

Mayor G. Sanchez asked if staff has to wait until the design is ready to apply for the right-of-way, or can this be done without a design.

Mr. Vera replied that once the footprints are established, then staff can apply for the right-of-way.

### **3.C. Discussion on any and all matters regarding the proposed downtown plan during agricultural season. (Jenny Torres, Community Development Director)**

Ms. Jenny Torres, Community Development Director, informed that on September 9, 2015, City staff met with several agricultural companies and made a presentation and expressed to them that the City had a new project, and that there were concerns regarding the traffic, littering and restroom facilities. She mentnioned that they were also presented with the City's plan for the downtown areas and discussed possible solutions. She added that one of the solution was to create a bus route for agricultural buses. She mentioned that in order to find out if the proposed route was going to work, staff got into a bus and rode it around the downtown area and other parts of the City. Furthermore, she mentioned that staff also spoke with those companies to see what was their input to create the route. The map with the proposed agricultural bus route is on file with the complete Agenda Packet at the Office of the City Clerk. She informed that one of the ideas is to have the agricultural companies lease a vacant lot and install restroom facilities, parking spaces, but since the City lacks of vacant lots then this is not possible at this time, then staff worked on the proposed route. She informed that this proposed route was suggested to some of the companies present during the meeting and they were supportive about the proposed route. Ms. Torres informed that there is an issue with portable toilets, there is an ordinance that does not allow portable toilets in City limits. She mentioned that there are two solutions for this issue, option 1 is to revisit the ordinance or option 2 to lease some portable toilets and install them at Friendship Park and have the company maintain them. She informed that the other issue is littering and added that the City enforces the ordinance that is currently in place.

Mr. Victor Figueroa, Acting Chief of Police, informed that the port a pottie ordinance came into an effect in 1996. He mentioned that today the portable toilets that the companies are utilizing are cleaner and sophisticated. He informed that field workers are using the portable toilets as the business does not allow use of their restrooms. He stated that one of the problems by not allowing those toilets in City limits is that field works will break into trash can areas that are locked up and use that area as a restroom. He informed that this issue is getting out of hand and added that he is looking into changing the oridinance to allow port-a-potties in some areas of town where field workers can use them while waiting for their bus to depart.

He added that staff is looking into an ordinance that the City of Calexico, California has in place which states that buses coming into their City should have a port-a-pottie, if they do not have one they are not allowed to enter City limits.

Ms. Torres informed that since the agricultural season is here then the ordinance for the portable toilets will have to be adopted with an emergency clause.

Mayor G. Sanchez stated that this ordinance should be seen as an emergency.

**3.D. Discussion on any and all matters regarding the Right-of-Way Improvements on Urtuzuastegui Street from 10<sup>th</sup> Avenue to 9<sup>th</sup> Avenue, a 1,300 foot section on North side of Urtuzuastegui Street. (Manuel Rojas, Assistant Public Works Director)**

Mr. Manuel Rojas, Assistant Public Works Director, informed that several years ago staff has been working very hard to improve the City's roadways, the pavement preservation has been great due to the support from Council. He mentioned that in this year's budget, Council approved funding for a pavement preservation project leaving some of the operation funding for other projects. He stated that it is time to start improving the City's right-of-ways, by working on these right-of-ways will improve the City's image and at the same time it will be difficult, as funding will be taken to improve other streets. He mentioned that staff is requesting guidance as to how to proceed. Mr. Rojas stated that staff would like to start with the improvements on Urtuzuastegui Street from 10<sup>th</sup> Avenue to 9<sup>th</sup> Avenue. He added that the plan is to add landscaping, benches and an exercise/stretching station. He informed that staff is recommending the north of Urtuzuastegui Street as it is highly used by the community as an exercise corridor. He mentioned that he would like Mr. Eulogio Vera, Public Works Director, to explain about the south side of Urtuzuastegui Street, as there has been problems with the footing when it rains, and this will put the City in liability.

Mayor G. Sanchez asked what is the cost estimate to include the exercise/stretching station on this right-of-way.

Mr. Rojas replied that the exercise/stretching station is approximately \$2,500.00. He stated that the total estimate for the project will be obtained once Council directs staff on their vision for this area.

Vice-Mayor M. Rosales suggested combining agenda item 3.F. as it is related to the same. There was no opposition from Mayor and Council.

Mr. Eulogio Vera, Public Works Director, informed that what Mr. Rojas is presenting is one part of Urtuzuastegui Street. He mentioned that the cost estimate will be approximately \$15,000.00 to \$20,000.00 for that whole section, but it can be another section if Council wishes.

Mayor G. Sanchez stated that Urtuzuastegui Street will be a great start. He asked if there are any trees that will be removed to make the improvements.

Mr. Vera replied that there are mesquite trees that will be removed from the south side of Urtuzuastegui. He informed that there are some retention basins on that side of the street which are not maintenance friendly. He stated that when it rains, that dirt washes to the first lane of the street, the walls are very high and the footings get exposed very quick. He informed that staff is planning on doing something to prevent the problems. He added that staff is planning on putting slab to keep that area stable or place key stone blocks and slope dirt on the other side facing the sidewalk, this will reduce the amount of maintenance that is required to keep them in shape and will keep the water in the retention basin when it rains. Mr. Vera informed that for this project staff is looking for the whole length of the street.

Vice-Mayor M. Rosales commented that his concern is the south side of Urtuzuastegui Street, because the walls can start to get damaged. He stated he would like to see the whole street landscaped and make it look great just like Juan Sanchez Boulevard.

Mayor G. Sanchez stated that there is still a project pending, which is Juan Sanchez Boulevard between 8<sup>th</sup> and 7<sup>th</sup> Avenue. He asked to finish this project first and then proceed with Urtuzuastegui Street.

Mr. Rojas informed that Urtuzuastegui Street between 9<sup>th</sup> and 10<sup>th</sup> Avenue was selected, because the employees were empowered to make a design for the project, as they are experienced in commercial/residential landscaping.

Mayor G. Sanchez asked Mr. Rojas to start with the suggested area. He asked that when the trees get removed, to please find a spot to replant them. He stated that he does not want residents coming to Council complaining about the trees.

### **3.E. Update on any and all matters regarding the side-walk project on 1<sup>st</sup> Avenue. (Vice-Mayor Matias Rosales)**

Vice-Mayor M. Rosales mentioned that this item was covered in some part with item number 3.B. He asked what can be done, so that sidewalks can be constructed for kids walking to school.

Mr. Eulogio Vera, Public Works Director, informed that this will not only benefit the schools, but the people going to the Sunset Clinic and the Senior Center. He stated that the idea is to break this into three different projects. He informed that the problem is that the consultant provided a proposal as a whole project, so he will have to break the proposal into three different projects. Mr. Vera stated that the design for Juan Sanchez Boulevard between Main Street and 1<sup>st</sup> Avenue should be completed before the end of the current fiscal year.

Vice-Mayor M. Rosales stated that his main concern is the area between Triple B and Sunset Clinic, as people just come in and out as they wish, without paying attention to pedestrians.

Mr. Vera replied that this area will also be looked at as well as the bicycle path. He mentioned that he goes hand on hand with the proposed agricultural bus route, as staff has to get in contact with the Water Users Association regarding that land. He informed that they are willing to pass it over to the City for maintenance, and once it is done, then the City can start planning as to what is wanted in that area.

### **3.F. Discussion on any and all matters regarding the possible beautification and maintenance of Urtuzuastegui Street. (Vice-Mayor Matias Rosales)**

Item was discussed in conjunction with agenda item 3.D.

### **3.G. Update on any and all matters regarding a working plan to update the City of San Luis Building Codes to current national codes. (Vice-Mayor Matias Rosales)**

Vice-Mayor M. Rosales stated that he asked for this item to be discussed, because he would like to see the San Luis Building Code to be current, just like the City of Somerton, City of Yuma and Yuma County.

Mr. John Starkey, Building Safety Director, mentioned that the Yuma County and the City of Yuma are currently utilizing the 2012 building codes and the City of San Luis is using the 2003. He informed that his staff and himself will be attending a training on the 2015 Building Codes in Tucson, Arizona, after that week of training, then staff can start looking at changes that need to be done or if there are no changes required, then adopt the 2015 Building Codes. He informed that what takes more time to get the codes updated is that the old building codes need to be reviewed and take out what is not needed or just adopt the new codes. He mentioned that he will have to work with staff and local contractors to see what is needed and what is not.

Vice-Mayor M. Rosales mentioned that the City is moving forward very fast and the construction is pretty much the same as other cities. He asked Mr. Starkey how long it will take for staff to look at the new regulations and start working in conjunction with the Planning and Zoning to start seeing results to be more up to date.

Mr. Starkey replied that staff can start looking at the residential codes as soon as they are back from the training. After this is reviewed, then staff can meet with the builder in town to show them the idea and incorporate their concepts and bring something to Council within the next year.

Mayor G. Sanchez commented that once all the codes are reviewed, staff should inform the public about the changes.

He mentioned that there are people that still think that the City still uses the 1997 codes. He added that he understands that the City needs to change, but staff needs to communicate those changes to the residents. He stated that he agrees with Vice-Mayor M. Rosales.

#### **4. ADJOURMENT**

**MOTION**: Council Member M. Buchanan/Council Member G. Torres to adjourn the meeting at approximately 8:00 p.m. Motion passed unanimously.



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. B.

Meeting Date: 11/24/2015

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#### Summary

#### **DISBURSEMENTS FROM NOVEMBER 2, 2015 TO NOVEMBER 13, 2015**

Total Disbursements \$622,021.76

(Six Hundred, Twenty-Two Thousand, Twenty-One Dollars and Seventy-Six Cents)

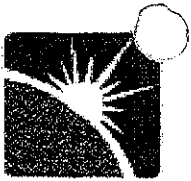
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#### Attachments

Disbursements 11/24/2015

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# Pay Day Register Report

Pay Date Range 10/17/15 - 10/30/15

Pay Batch 201522

*Schedule A*

TRANSWESTERN MEXICAN	149.70	.00	WASHINGTON FEDERAL	2,045.70
U.S. MEX DENTAL - EE &	416.85	.00	Wells Fargo	47,750.35
U.S. MEX DENTAL - EE &	99.25	.00	Total	<u>\$210,323.26</u>
UNITED WAY	33.00	.00		
US & MEX DENTAL = FAMILY	693.84	.00	Check	\$28,624.59
US & MEX HEALTH = C	5,902.26	.00		
US & MEX HEALTH = FAMILY	3,439.36	.00		
US & MEX HEALTH = SP	1,405.30	.00		
VSP - VISION FAMILY	608.40	.00		
Net	<u>\$238,947.85</u> ✓			

*Deborah Luna*

*C. Cortés*

City of San Luis

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
Batch Date: 11/03/2015

Schedule B

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	11/03/2015	73126	Accounts Payable	YUMA VALLEY CONTRACTORS		2,219.88
	Invoice		Date	Description		Amount
		15-80-0161	09/17/2015	EXPANDABLE END WALL METAL BUILDING MODIFICATION FOR CITY SHOP		2,219.88
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		<u>\$2,219.88</u>
Checks:		1		\$2,219.88		

Prepared By:  
*Maggie Dominguez*  
Date: *11/3/15*  
*C*

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/04/2015

*Schedule C*

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	11/04/2015	73127	Accounts Payable	CATERING BY DESIGN		1,282.00
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		2016-00000410	11/04/2015	CATERING FOR ED SUMMIT - FINAL PYMT		1,282.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		<u>\$1,282.00</u>
Checks:		1		\$1,282.00		

Prepared By:  
*Maggie Dominguez*  
Date: *11/4/15*  
*C*

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/04/2015

*Scheduled*

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		CS PPE 10302015	11/04/2015	CS PPE 10302015	3,435.26
Check	11/04/2015	73137 Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		33.00
		Invoice	Date	Description	Amount
		2016-00000415	11/04/2015	705 - UNITED WAY	33.00
Check	11/04/2015	73138 Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		620.50
		Invoice	Date	Description	Amount
		2016-00000416	11/04/2015	543 - IAFF- FIRE DEPT	620.50
Check	11/04/2015	73139 Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
		Invoice	Date	Description	Amount
		2016-00000417	11/04/2015	533 - GARNISHMENT	85.00
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 12		\$42,109.32
Checks:		12		\$42,109.32	

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie*  
*11/4/15*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/04/2015

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>					
Check	11/04/2015	73128 Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
	Invoice		Date	Description	Amount
		2016-00000411	11/04/2015	532 - GARNISHMENT - CHILD SUPPORT	164.31
Check	11/04/2015	73129 Accounts Payable	FOP/ALC		251.00
	Invoice		Date	Description	Amount
		2016-00000412	11/04/2015	714 - FOP/ALC	251.00
Check	11/04/2015	73130 Accounts Payable	GONZALEZ, MAURA		38.29
	Invoice		Date	Description	Amount
		RELEASE G	11/04/2015	RELEASE GARN	38.29
Check	11/04/2015	73131 Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description	Amount
		2016-00000413	11/04/2015	711 - GARNISHMENT	50.00
Check	11/04/2015	73132 Accounts Payable	PACHECO, ROMAN		80.13
	Invoice		Date	Description	Amount
		REIMB RELEASE	11/04/2015	RELEASE GARN	80.13
Check	11/04/2015	73133 Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		36,058.94
	Invoice		Date	Description	Amount
		PSPRS PPE103020	11/04/2015	PSPRS PPE 10302017R	36,058.94
Check	11/04/2015	73134 Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		947.89
	Invoice		Date	Description	Amount
		PSPRS ALT 103015	11/04/2015	PSPRS ALT 103015	947.89
Check	11/04/2015	73135 Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		345.00
	Invoice		Date	Description	Amount
		2016-00000414	11/04/2015	539 - ASK COPS - SLPD	345.00
Check	11/04/2015	73136 Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,435.26
	Invoice		Date	Description	Amount

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/05/2015

*Schedule E*

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/05/2015	73215	Accounts Payable	YUMA WINNELSON CO.		4,733.35
	Invoice		Date	Description		Amount
		264155 00	10/16/2015	MATERIAL TO REPAIR SEWER/WATER LINES, MAINTENANCE & STOCK		949.30
		264431 00	10/16/2015	FIRE HYDRANT INSTALLATION AT 720 J. SANCHEZ BLVD		2,978.47
		264577 00	10/21/2015	REPLACEMENT PARTS F/ AIR VACUUM VALVE@LIFTSTATION #300		805.58
Check	11/05/2015	73216	Accounts Payable	ZARAGOZA , MARIA L		50.00
	Invoice		Date	Description		Amount
		CR-201500058	11/05/2015	RESTITUTION PAYMENT		50.00
Check	11/05/2015	73217	Accounts Payable	ZAVALA , ZAIDA		100.00
	Invoice		Date	Description		Amount
		2016-00000419	10/31/2015	SERVICES RENDERED OF MAKEUP FOR HAUNTED HOUSE ACTORS		100.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 78		\$301,284.56
Checks:		78		\$301,284.56		

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie*  
*C* 11/5/15

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	11/05/2015	73140	Accounts Payable	AFLAC		6,274.98
	Invoice		Date	Description		Amount
		2016-00000431	11/05/2015	INSURANCE FOR SEPTEMBER 2015		6,274.98
Check	11/05/2015	73141	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,200.00
	Invoice		Date	Description		Amount
		103015	10/30/2015	SALES TAX AUDIT FOR OCTOBER 2015		2,200.00
Check	11/05/2015	73142	Accounts Payable	ALSCO, NC		1,972.81
	Invoice		Date	Description		Amount
		LYUM1004375	10/01/2015	UNIFORM SERVICES FOR UTILITIES		15.68
		LYUM1008075	10/15/2015	UNIFORM SERVICES FOR UTILITIES		15.68
		LYUM1006252	10/08/2015	UNIFORM SERVICES FOR UTILITIES		15.68
		LYUM997181	09/04/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		78.88
		LYUM999050	09/11/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		78.88
		LYUM1001057	09/18/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		78.88
		LYUM1002889	09/25/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		172.43
		LYUM1004721	10/02/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		86.08
		LYUM997176	09/04/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		85.26
		LYUM999045	09/11/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		85.26
		LYUM1001052	09/10/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		85.26
		LYUM1002884	09/25/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		175.49
		LYUM1004716	10/02/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		102.43
		LYUM997174	09/04/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		29.89
		LYUM999043	09/11/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		29.89
		LYUM1001050	09/18/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		29.89
		LYUM1002882	09/25/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		29.89
		LYUM1004714	10/02/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		29.89
		LYUM997175	09/04/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		78.60
		LYUM999044	09/11/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		78.60
		LYUM1001051	09/18/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		78.60
		LYUM1004715	10/02/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		78.60
		LYUM1002883	09/25/2015	UNIFORM SERVICE FOR PW PERSONNEL - SEPTEMBER 2015		78.60

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		LYUM1002886		09/25/2015	UNIFORM SERVICES - FLEET SERVICES	32.14
		LYUM1008438		10/16/2015	UNIFORM SERVICES - FLEET SERVICES	32.58
		LYUM1006607		10/09/2015	UNIFORM SERVICES - FLEET SERVICES	33.07
		LYUM1004718		10/02/2015	UNIFORM SERVICES - FLEET SERVICES	32.14
		LYUM1008439		10/16/2015	UNIFORM SERVICES - FACILITIES	55.72
		LYUM1006608		10/09/2015	UNIFORM SERVICES - FACILITIES	57.38
		LYUM1004719		10/02/2015	UNIFORM SERVICES - FACILITIES	55.72
		LYUM1002887		09/25/2015	UNIFORM SERVICES - FACILITIES	55.72
Check	11/05/2015	73143	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		75.00
		Invoice		Date	Description	Amount
		2187		10/22/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
Check	11/05/2015	73144	Accounts Payable	APPLIED PRODUCTS GROUP LLC		9,948.67
		Invoice		Date	Description	Amount
		DVJFI3040-02		10/26/2015	CHLORINE USED FOR WATER TREATMENT SKIDS/MTU's - 2/3	9,948.67
Check	11/05/2015	73145	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		307.19
		Invoice		Date	Description	Amount
		33509		10/22/2015	PURCHASE WORKLAMP LED 4 FLOOD BEAM S FOR PARKS VIN #0987	97.90
		33623		10/29/2015	HWY USER 1342 EE180	183.98
		33504		10/22/2015	HWY USER 1342 EE180	25.31
Check	11/05/2015	73146	Accounts Payable	ARIZONA GLOVE AND SAFETY		342.87
		Invoice		Date	Description	Amount
		7379515		10/22/2015	PPE/SAFETY GEAR FOR WATER OPERATORS	342.87
Check	11/05/2015	73147	Accounts Payable	ARIZONA MEXICO COMMISSION		500.00
		Invoice		Date	Description	Amount
		1377		10/28/2015	CONGRESSIONAL BRIEFING - NOV 3RD LUNCH - CO/SPONSOR	500.00
Check	11/05/2015	73148	Accounts Payable	ARIZONA PUBLIC SERVICE		169.02
		Invoice		Date	Description	Amount
		719801282 OCT15		10/23/2015	ELECTRICITY - BORDER FRIENDSHIP LIGHTS	169.02
Check	11/05/2015	73149	Accounts Payable	ARIZONA WESTERN COLLEGE		1,174.32

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
		002049167		11/05/2015	AWC WORK STUDY	553.05
		002049165		11/05/2015	AWC WORK STUDY	362.26
		002049164		11/05/2015	AWC WORK STUDY	259.01
Check	11/05/2015	73150	Accounts Payable	BILL ALEXANDER FORD		142.56
	Invoice			Date	Description	Amount
		312774		10/23/2015	PURCHASE SENSOR ASY FOR FINANCE VIN #7870	142.56
Check	11/05/2015	73151	Accounts Payable	BUSTAMANTE , MARIA		158.00
	Invoice			Date	Description	Amount
		CR-201300698		11/04/2015	RESTITUTION PAYMENT	158.00
Check	11/05/2015	73152	Accounts Payable	CAMARENA, CORNELIUS		800.00
	Invoice			Date	Description	Amount
		4715		11/02/2015	ATTORNEY FEES	400.00
		4641		11/02/2015	ATTORNEY FEES	400.00
Check	11/05/2015	73153	Accounts Payable	CITY OF YUMA		67.92
	Invoice			Date	Description	Amount
		2016-00000036		10/22/2015	RADIO REPAIR CHARGES	67.92
Check	11/05/2015	73154	Accounts Payable	CLARIDGE , JEREMY J.		800.00
	Invoice			Date	Description	Amount
		20272		10/30/2015	ATTORNEY FEES	400.00
		20273		10/30/2015	ATTORNEY FEES	400.00
Check	11/05/2015	73155	Accounts Payable	CSC OF YUMA		489.78
	Invoice			Date	Description	Amount
		000488537		10/15/2015	SW 9938 EE610	18.19
		000487281		10/07/2015	SW 3270 EE610	471.59
Check	11/05/2015	73156	Accounts Payable	CUEN , BERNARDO		200.00
	Invoice			Date	Description	Amount
		2016-00000426		11/04/2015	SERVICES RENDERED OF CONSTRUCTION OF HAUNTED HOUSE 2015	200.00

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	11/05/2015	73157	Accounts Payable	DELGADO, JESUS		100.00
	Invoice		Date	Description		Amount
		2016-00000418	10/31/2015	SERVICES RENDERED OF MAKEUP FOR HAUNTED HOUSE ACTORS		100.00
Check	11/05/2015	73158	Accounts Payable	DUENAS, RAMON R		92.14
	Invoice		Date	Description		Amount
		DUENAS 110515	11/05/2015	REIMBURSEMENT - STEEL TOE BOOTS		92.14
Check	11/05/2015	73159	Accounts Payable	EDUCATIONAL SERVICES INC		14,512.13
	Invoice		Date	Description		Amount
		004182	10/23/2015	EMPLOYEE COST AGREEMENT FOR J. DELAVARA PPE 10102015		7,269.41
		004068	10/09/2015	EMPLOYEE COST AGREEMENT FOR J. DELAVARA PPE 09262015		7,242.72
Check	11/05/2015	73160	Accounts Payable	EMPIRE MACHINERY		6,277.88
	Invoice		Date	Description		Amount
		EPWK0374007	10/06/2015	ANNUAL SERVICE/LOAD TEST TO GENERATOR@WS#3		1,174.59
		EPWK0374003	10/06/2015	ANNUAL SERVICE/LOAD TEST TO GENERATOR@WS#4		1,219.53
		EPWK0373909	10/02/2015	ANNUAL SERVICE/LOAD TEST TO GENERATOR@WS#5		1,146.09
		EPWK0373748	09/30/2015	ANNUAL SERVICE/LOAD TEST TO GENERATOR@WS#6		1,240.61
		EPWK0373742	09/30/2015	ANNUAL SERVICE/LOAD TEST TO GENERATOR@WS#7		1,497.06
Check	11/05/2015	73161	Accounts Payable	EVENTS UNLIMITED, LLC		4,998.65
	Invoice		Date	Description		Amount
		23400	10/28/2015	BOUNCE HOUSE, MECHANICAL BULL FOR FOUNDER'S FALL FEST 1		4,998.65
Check	11/05/2015	73162	Accounts Payable	FERNANDEZ, JORGE, JR.		200.00
	Invoice		Date	Description		Amount
		2016-00000427	11/04/2015	SERVICES RENDERED OF CONSTRUCTION OF HAUNTED HOUSE 2015		200.00
Check	11/05/2015	73163	Accounts Payable	FLORES, PATRICIA		110.00
	Invoice		Date	Description		Amount
		875322	11/04/2015	DESSERTS FOR HALLOWEEN FESTIVAL 2015 @ JOE ORDUNO PARK		110.00
Check	11/05/2015	73164	Accounts Payable	GALLEGA, JAVIER, JR.		280.00
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2016-00000421		11/04/2015	BALLOON ARCHES, COLUMNS & EVENT DESIGN FOR FOUNDER'S DAY FEST 15	280.00
Check	11/05/2015	73165	Accounts Payable	GARCIA-BONILLA, ELIZABETH		108.00
		Invoice		Date	Description	Amount
		GB 110915		11/05/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00
Check	11/05/2015	73166	Accounts Payable	GERARDO FELIX /SAN LUIS FIRE EXTINGUISHER		231.00
		Invoice		Date	Description	Amount
		00202		10/19/2015	PURCHASED CABINETTE GLASS FOR WASTEWATER EAST EXTINGUISHER BOX	36.00
		00177		10/27/2015	FIRE EXTINGUISHER SERVICE	195.00
Check	11/05/2015	73167	Accounts Payable	GOMEZ LUCERO , ARTURO		548.00
		Invoice		Date	Description	Amount
		TR-201500309		11/05/2015	BOND REFUND	548.00
Check	11/05/2015	73168	Accounts Payable	GREEN , LOU ANNE		1,273.20
		Invoice		Date	Description	Amount
		IA-201500003		11/05/2015	BOND REFUND	1,273.20
Check	11/05/2015	73169	Accounts Payable	GREEN D. HENRY		260.00
		Invoice		Date	Description	Amount
		2016-00000429		11/04/2015	PUBLIC SAFETY PERSONNEL RET SYSTEM	260.00
Check	11/05/2015	73170	Accounts Payable	GUERRA , RUTH		500.00
		Invoice		Date	Description	Amount
		104		10/30/2015	TRANSLATING SERVICES FOR COURT - 102615-103015	500.00
Check	11/05/2015	73171	Accounts Payable	GUZMAN , FRANCISCA		100.00
		Invoice		Date	Description	Amount
		20		10/23/2015	TRANSLATING SERVICES F/ NOTICE VAPEX SYSTEM INSTALL@LS#300	50.00
		21		10/28/2015	TRANSLATING SERVICES FOR COUNCIL MEETING - 102815	50.00
Check	11/05/2015	73172	Accounts Payable	HILL BROTHERS CHEMICAL CO.		4,613.58
		Invoice		Date	Description	Amount
		4412283		10/05/2015	BLEACH USED TO DISINFECT EFFLUENT DISCHARGE/SCRUBBER	4,613.58

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
				SYSTEM@WWTP		
Check	11/05/2015	73173	Accounts Payable	INSTANT PROMOTION INC		1,959.00
	Invoice		Date	Description		Amount
		IP0053555	08/05/2015	SLPC SHADE TENT		1,959.00
Check	11/05/2015	73174	Accounts Payable	INTEGRATED WATER SERVICES, INC		118,750.00
	Invoice		Date	Description		Amount
		9	11/05/2015	WELL SITE #7 MANGANESE REMOVAL SYSTEM PROJECT/PYMT #9		118,750.00
Check	11/05/2015	73175	Accounts Payable	JAMES COOKE & HOBSON INC.		898.26
	Invoice		Date	Description		Amount
		350726	10/13/2015	ADDITIONAL REPLACEMENT PARTS F/SUBMERSIBLE PUMP #1@LOS ALAMOS LS		898.26
Check	11/05/2015	73176	Accounts Payable	JUAREZ, ALFREDO L		200.00
	Invoice		Date	Description		Amount
		2016-00000425	11/04/2015	DIA DE LOS MUERTOS EVENT 2015 1ST WINNER FOR PENCIL/PAINT CATEGO		200.00
Check	11/05/2015	73177	Accounts Payable	LESLIE'S POOL SUPPLY INC.		613.64
	Invoice		Date	Description		Amount
		293-364684	10/19/2015	CHEMICALS TO DISINFECT/CLEAN LIFTSTATIONS & DECANTER CHAMBER		613.64
Check	11/05/2015	73178	Accounts Payable	M & Y ELECTRICAL LLC		1,564.00
	Invoice		Date	Description		Amount
		549	10/19/2015	SUPPLY & INSTALLED COLORED ACRYLIC LENSES (PURPLE) AT CITY HALL		782.00
		544	10/07/2015	SUPPLY & INSTALLED COLORED ACRYLIC LENSES (PINK) AT CITY HALL		782.00
Check	11/05/2015	73179	Accounts Payable	MACHADO MADRID, FRANCISCO ROGELIO		4,350.00
	Invoice		Date	Description		Amount
		005233	10/28/2015	SOUND SYSTEM & LIGHTS RENTAL FOR DIA DE LOS MUERTOS EVENT 2015		750.00
		005234	10/28/2015	ONCERT SOUND SYSTEM W/EXTRA SPEAKERS FOR FALL FESTIVAL 15		3,600.00
Check	11/05/2015	73180	Accounts Payable	MARQUEZ, BERTHA		500.00
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		2016-00000422		11/04/2015	DIA DE LOS MUERTOS EVENT 2015 1ST PLACE FOR ALTAR CATEGORY	500.00
Check	11/05/2015	73181	Accounts Payable	MARTINEZ, ALMA		1,500.00
	Invoice		Date	Description		Amount
		CR-201500255		11/05/2015	BOND REFUND	1,500.00
Check	11/05/2015	73182	Accounts Payable	MAYA'S CONSTRUCTION LLC.		307.18
	Invoice		Date	Description		Amount
		401		10/15/2015	REMOVE DAMAGE CEILING-MAKE ATTIC ACCESS IN LADIES BTHRM-POLICE	307.18
Check	11/05/2015	73183	Accounts Payable	MCCURLEY, DOYLE		548.00
	Invoice		Date	Description		Amount
		CR-201500166		11/04/2015	BOND REFUND	548.00
Check	11/05/2015	73184	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		22,931.67
	Invoice		Date	Description		Amount
		831938		10/31/2015	FUEL FOR CITY VEHICLES - OCTOBER 2015	22,931.67
Check	11/05/2015	73185	Accounts Payable	MORENO, ANDREA		108.00
	Invoice		Date	Description		Amount
		MORENO 110915		11/05/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00
Check	11/05/2015	73186	Accounts Payable	OFFICE DEPOT		2,646.50
	Invoice		Date	Description		Amount
		786481498001		08/19/2015	OFFICE SUPPLIES FOR UTILITIES	43.85
		788432564001		08/24/2015	OFFICE SUPPLIES FOR PW	38.94
		791321853001		09/08/2015	OFFICE SUPPLIES FOR PARKS	78.50
		790354269002		09/08/2015	OFFICE SUPPLIES FOR COURT DEPT	31.25
		790354269001		09/04/2015	OFFICE SUPPLIES FOR COURT DEPT	128.18
		794457622001		09/21/2015	OFFICE SUPPLIES FOR PD	7.57
		794457792001		09/17/2015	OFFICE SUPPLIES FOR PD	115.58
		795535190001		10/07/2015	OFFICE SUPPLIES FOR FLEET	185.39
		795535193001		10/07/2015	OFFICE SUPPLIES FOR FLEET	10.39
		796945429001		10/07/2015	OFFICE SUPPLIES FOR HR DEPT	31.05
		796942609001		10/07/2015	OFFICE SUPPLIES FOR HR DEPT	93.96
		796945428001		10/07/2015	OFFICE SUPPLIES FOR HR DEPT	34.74

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		796545831001		10/07/2015	OFFICE SUPPLIES FOR FINANCE	62.23
		796545884001		10/07/2015	OFFICE SUPPLIES FOR FINANCE	55.56
		796545883001		10/07/2015	OFFICE SUPPLIES FOR FINANCE	197.52
		795534968001		10/07/2015	OFFICE SUPPLIES FOR FLEET	7.90
		798684595001		10/08/2015	OFFICE SUPPLIES FOR HR DEPT	86.64
		796945428002		10/12/2015	OFFICE SUPPLIES FOR HR DEPT	6.28
		801066727001		10/21/2015	OFFICE SUPPLIES FOR FINANCE	191.13
		798953415001		10/15/2015	OFFICE SUPPLIES FOR PW	84.58
		798951950001		10/15/2015	OFFICE SUPPLIES FOR WATER	25.17
		799811704001		10/20/2015	OFFICE SUPPLIES FOR UTILITIES	306.87
		799811889001		10/20/2015	OFFICE SUPPLIES FOR UTILITIES	16.54
		801017344001		10/21/2015	OFFICE SUPPLIES FOR PD	36.80
		801016839001		10/21/2015	OFFICE SUPPLIES FOR PD	202.45
		801533972001		10/22/2015	OFFICE SUPPLIES FOR FIRE	192.21
		801534106001		10/22/2015	OFFICE SUPPLIES FOR FIRE	306.16
		801534107001		10/23/2015	OFFICE SUPPLIES FOR FIRE	12.87
		801534105001		10/23/2015	OFFICE SUPPLIES FOR FIRE	18.40
		801243206001		10/22/2015	OFFICE SUPPLIES FOR COMM DEV	37.79
Check	11/05/2015	73187	Accounts Payable	ONE SOURCE DISTRIBUTOR		3,908.58
		Invoice	Date	Description		Amount
		S4887929.001	10/16/2015	EMERGENCY PURCHASE- REPLACE DAMAGED PANEL F/ MTU@WS#1		3,908.58
Check	11/05/2015	73188	Accounts Payable	PILKINGTON CONSTRUCTION CO.INC		3,160.00
		Invoice	Date	Description		Amount
		C2122	10/22/2015	LABOR & MATERIAL F/CULTURAL CENTER FROM RECEPTION DESK - FINAL		3,160.00
Check	11/05/2015	73189	Accounts Payable	PITNEY BOWES CREDIT CORP		98.35
		Invoice	Date	Description		Amount
		9432825-OCT15	11/05/2015	MAILING SYSTEM FOR COURT - OCT 2015		98.35
Check	11/05/2015	73190	Accounts Payable	QUINONEZ , FRANCISCO		225.00
		Invoice	Date	Description		Amount
		22521	10/22/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES		75.00
		22605	10/21/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES		75.00

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		22648		10/24/2015	TOW SERVICES FOR SLDP IMPOUNDED VEHICLES	75.00
Check	11/05/2015	73191	Accounts Payable	REDBURN TIRE COMPANY		86.73
	Invoice		Date	Description		Amount
		11015418		09/21/2015	PURCHASE TIRE FOR PARKS #1427 JOHN DEERE	86.73
Check	11/05/2015	73192	Accounts Payable	RIVERA, MARIA ELENA		75.00
	Invoice		Date	Description		Amount
		CR-201500022		11/05/2015	RESTITUTION PAYMENT	75.00
Check	11/05/2015	73193	Accounts Payable	RODRIGUEZ, MARIA		30.00
	Invoice		Date	Description		Amount
		2016-00000408		11/05/2015	REIMBURSEMENT - DAMAGED CLOTHES BY CITY WATER	30.00
Check	11/05/2015	73194	Accounts Payable	RUIZ, MERCEDES M		200.00
	Invoice		Date	Description		Amount
		2016-00000423		11/04/2015	DIA DE LOS MUERTOS EVENT 2015 1ST PLACE WINNER FOR CATRINAS CAT	200.00
Check	11/05/2015	73195	Accounts Payable	RUIZ, MONICA LIZET		400.00
	Invoice		Date	Description		Amount
		2016-00000420		11/04/2015	ALTAR DISPLAY/EXHIBITION CONTRIBUTION REPRESENTING CESAR CHAVEZ	400.00
Check	11/05/2015	73196	Accounts Payable	SANCHEZ, BRAULIO S		2,000.00
	Invoice		Date	Description		Amount
		150		10/30/2015	ATTORNEY FEES	400.00
		148		10/30/2015	ATTORNEY FEES	400.00
		149		10/30/2015	ATTORNEY FEES	400.00
		151		10/30/2015	ATTORNEY FEES	400.00
		152		10/30/2015	ATTORNEY FEES	400.00
Check	11/05/2015	73197	Accounts Payable	SIGN MASTERS		182.13
	Invoice		Date	Description		Amount
		38980		10/27/2015	PURCHASE BLACK LETTERING & NUMBERS- PARKS VIN #1427, 1664, 4166	182.13
Check	11/05/2015	73198	Accounts Payable	SMITH, RALPH E. SR.		3,300.00
	Invoice		Date	Description		Amount

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		23526		10/31/2015	EPA - (UCMR 3) MONITORING	3,300.00
Check	11/05/2015	73199	Accounts Payable	STARKEY, JOHN		52.26
		Invoice		Date	Description	Amount
		STARKEY 110515		11/05/2015	REIMBURSEMENT - GASOLINE FOR TRAINING IN TUCSON	52.26
Check	11/05/2015	73200	Accounts Payable	STERICYCLE ENVIRONMENTAL SOLUTIONS INC		286.29
		Invoice		Date	Description	Amount
		5054837		09/25/2015	DISPOSAL OF HAZARDOUS CHEMICALS USED DURING WATER TESTING	286.29
Check	11/05/2015	73201	Accounts Payable	THE HOME DEPOT		702.50
		Invoice		Date	Description	Amount
		3041178		09/28/2015	PURCHASE OF WELDING HELMET FOR PARKS DEPT. MAINTENANCE	702.50
Check	11/05/2015	73202	Accounts Payable	THE LOCKSMITH CO./ THOMPSON, PABLO A		390.42
		Invoice		Date	Description	Amount
		1773		10/21/2015	SAFE LOCK FOR COURT	390.42
Check	11/05/2015	73203	Accounts Payable	TOTER LLC		32,516.11
		Invoice		Date	Description	Amount
		65385127		10/13/2015	SOLID WASTE CONTAINERS FOR NEW CUSTOMERS/REPLACE DAMAGED	32,516.11
Check	11/05/2015	73204	Accounts Payable	TRANSWESTERN INSURANCE ADMIN		299.40
		Invoice		Date	Description	Amount
		2016-00000430		11/05/2015	INSURANCE FOR NOVEMBER 2015	299.40
Check	11/05/2015	73205	Accounts Payable	UNITED ROTARY BRUSH		2,746.87
		Invoice		Date	Description	Amount
		CI177405		10/21/2015	BROOMS FOR HWY USER #5204 & 3580	2,746.87
Check	11/05/2015	73206	Accounts Payable	USA BLUE BOOK		8,063.38
		Invoice		Date	Description	Amount
		765747		10/01/2015	REPLACE BLOWER F/ BASINS #1 & #2@WEST WWTP	8,063.38
Check	11/05/2015	73207	Accounts Payable	VARGAS HECTOR A		500.00

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/05/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
			Invoice	Date	Description	Amount
			TR- 201200257	11/05/2015	RESTITUTION PAYMENT	500.00
Check	11/05/2015	73208	Accounts Payable	VASQUEZ , DEBRA ANN		200.00
			Invoice	Date	Description	Amount
			2016-00000424	11/04/2015	DIA DE LOS MUERTOS EVENT 2015 1ST PLACE WINNER FOR CRAFTS/SCULPT	200.00
Check	11/05/2015	73209	Accounts Payable	YOUNG FEST CONTROL LLC		510.00
			Invoice	Date	Description	Amount
			2016-00000398	10/27/2015	PEST CONTROL SERVICES FOR VARIOUS DEPARTMENTS	510.00
Check	11/05/2015	73210	Accounts Payable	YUMA COUNTY DEVELOPMENT SERVICES		900.00
			Invoice	Date	Description	Amount
			2016-00000409	11/05/2015	RENEWAL OF REFUSE HAULER ANNUAL OPERATING PERMITS (HWY USERS)	900.00
Check	11/05/2015	73211	Accounts Payable	YUMA COUNTY HUMANE SOCIETY		17,978.00
			Invoice	Date	Description	Amount
			JULY 2015	11/05/2015	KENNELING SERVICES FOR JULY 2015	6,034.00
			AUGUST 2015	11/05/2015	KENNELING SERVICES FOR AUGUST 2015	4,914.00
			SEPTEMBER 2015	11/05/2015	KENNELING SERVICES FOR SEPTEMBER 2015	7,030.00
Check	11/05/2015	73212	Accounts Payable	YUMA COUNTY RECORDER'S OFFICE		150.00
			Invoice	Date	Description	Amount
			15-14840	09/17/2015	RECORDING FEES FOR FINANCE DEPT	8.00
			15-15235	09/24/2015	RECORDING FEES FOR CITY CLERK	53.50
			15-16053	10/08/2015	RECORDING FEES FOR CITY CLERK	88.50
Check	11/05/2015	73213	Accounts Payable	YUMA HEALTH CARE SERVICES, INC		115.04
			Invoice	Date	Description	Amount
			53337	11/04/2015	OXYGEN TANK REFILLS FOR SLFD	115.04
Check	11/05/2015	73214	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		621.20
			Invoice	Date	Description	Amount
			7705	10/12/2015	BLANK 2ND SHEETS FOR CITY CLERK'S OFFICE	48.69
			7773	10/26/2015	INVITATIONS AND PROGRAMS FOR ED SUMMIT	572.51

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/10/2015

*Schedule F*

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	11/10/2015	73218	Accounts Payable	RUIZ, JAIME		118.00
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		RUIZ 111115	11/10/2015	TRAVEL - QUARTERLY MAINTENANCE TRAINING		118.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 1		<u>\$118.00</u>
Checks:		1				\$118.00

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D*  
*11/10/15*

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/12/2015

*Schedule G*

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
		2016-00000435	11/12/2015	INCARCERATION FEES COLLECTED FOR OCTOBER 2015		50.00
Check	11/12/2015	73241	Accounts Payable	YUMA COUNTY TREASURER		166.51
	Invoice		Date	Description		Amount
		2016-00000434	11/12/2015	FUNDS COLLECTED FOR OCTOBER 2015		166.51
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 23		
	Checks:	23				\$20,939.98

Prepared By: \$20,939.98  
*Maggie Dominguez*  
 Date: *11/12/15*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/12/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	11/12/2015	73219	Accounts Payable	BLT READY MIX CONCRETE LLC		746.20
		Invoice	Date	Description		Amount
		656371	10/14/2015	CONCRETE USED TO REPAIR SIDEWALKS CITYWIDE		373.10
		656372	10/15/2015	CONCRETE USED TO REPAIR SIDEWALKS CITYWIDE		373.10
Check	11/12/2015	73220	Accounts Payable	BORDER FITNESS GYM		900.00
		Invoice	Date	Description		Amount
		00010	11/12/2015	MONTHLY SERVICE GYM FEE - OCTOBER 2015		900.00
Check	11/12/2015	73221	Accounts Payable	BOTELLO, EMMANUEL		268.00
		Invoice	Date	Description		Amount
		BOTELLO 110815	11/12/2015	TRAVEL - INSTRUCT BASIC RECRUIT CLASS - 15/04 TACTICAL DRIV INST		268.00
Check	11/12/2015	73222	Accounts Payable	BRIONES, JULIO CESAR		631.91
		Invoice	Date	Description		Amount
		980631	11/10/2015	REPAIR FENDER FOR SERVICE TRUCK #4833 F/ WATER DIVISION		631.91
Check	11/12/2015	73223	Accounts Payable	CANYON TELECOM INC.		10,845.34
		Invoice	Date	Description		Amount
		G100115G	10/01/2015	ANNUAL WARRANTY FOR PHONE EQUIPMENT		9,835.65
		TH100815A	10/08/2015	REPLACEMENT PHONE FOR PARKS		1,009.69
Check	11/12/2015	73224	Accounts Payable	CITY OF YUMA		179.67
		Invoice	Date	Description		Amount
		2016-00000018	09/24/2015	BLS HCP, 1ST AID CPR, AND CPR CARDS FOR SLFD		179.67
Check	11/12/2015	73225	Accounts Payable	CORNELIO, SONIA		75.00
		Invoice	Date	Description		Amount
		CORNELIO 111615	11/12/2015	TRAVEL - 2015 LOCAL GOVERNMENT LIQUOR LAW / LICENSING TRAINING		75.00
Check	11/12/2015	73226	Accounts Payable	FLEET FUELING		544.17
		Invoice	Date	Description		Amount
		42786976	10/30/2015	FUEL FOR VARIOUS DEPARTMENTS FOR THE MONTH OF OCTOBER 2015		544.17
Check	11/12/2015	73227	Accounts Payable	GARCIA-BONILLA, ELIZABETH		108.00

City of San Luis  
**Payment Batch Register**

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/12/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description	Amount
		GB 111615		11/12/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00
Check	11/12/2015	73228	Accounts Payable	GUERRA, RUTH		400.00
	Invoice			Date	Description	Amount
		104		11/06/2015	TRANSLATING SERVICES FOR COURT - 110315-110615	400.00
Check	11/12/2015	73229	Accounts Payable	JANKOWSKI, ROBERT		300.00
	Invoice			Date	Description	Amount
		110915		11/12/2015	WASTE MANAGEMENT SERVICES FOR HALLOWEEN FESTIVAL ON 10/31/15	300.00
Check	11/12/2015	73230	Accounts Payable	LEON, LAURA		75.00
	Invoice			Date	Description	Amount
		LEON 111615		11/12/2015	TRAVEL - 2015 LOCAL GOVERNMENT LIQUOR LAW / LICENSING TRAINING	75.00
Check	11/12/2015	73231	Accounts Payable	LULAC COUNCIL		100.00
	Invoice			Date	Description	Amount
		2016-00000432		11/12/2015	ANNUAL LULAC SCHOLARSHIP AWARD FASHION SHOW 2015	100.00
Check	11/12/2015	73232	Accounts Payable	MORENO, ANDREA		108.00
	Invoice			Date	Description	Amount
		MORENO 111615		11/12/2015	TRAVEL - CERTIFIED PUBLIC MANAGER PRGM	108.00
Check	11/12/2015	73233	Accounts Payable	PAUL CONWAY SHIELDS		293.45
	Invoice			Date	Description	Amount
		0369094-IN		08/06/2015	4" PASSPORT ONLY/ Y B SEWN	28.49
		0370585-IN		09/10/2015	4" PASSPORT SHIELD FOR R. NAVARRO, R. RAMIREZ, & J. WEATHERSBY	264.96
Check	11/12/2015	73234	Accounts Payable	POLAR ICE		316.08
	Invoice			Date	Description	Amount
		63295		10/15/2015	ICE MACHINE LEASE - FACILITIES	150.01
		63296		10/15/2015	ICE MACHINE LEASE - PUBLIC WORKS	166.07
Check	11/12/2015	73235	Accounts Payable	QUINONEZ, FRANCISCO		1,200.00
	Invoice			Date	Description	Amount
		22842		10/28/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/12/2015

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		22844		10/28/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		22904		10/30/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		23088		10/31/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		23140		11/01/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		23115		11/01/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		20737		09/25/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		21432		10/06/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		21588		10/08/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		21677		10/09/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		21700		10/09/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	300.00
		21877		10/12/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
		21909		10/13/2015	TOW SERVICES FOR SLPD IMPOUNDED VEHICLES	75.00
Check	11/12/2015	73236	Accounts Payable	ROJAS, MANUEL		150.00
		Invoice		Date	Description	Amount
		ROJAS 111715		11/12/2015	TRAVEL - DEVELOPING/IMPLEMENTING MUNICIPAL CAPITAL IMPMT PLANS	150.00
Check	11/12/2015	73237	Accounts Payable	SAM'S CLUB		3,026.65
		Invoice		Date	Description	Amount
		009042		09/23/2015	BURNER EVENT GRILL FOR THE FIRE DEPT	432.56
		000669		09/28/2015	PURCHASE OF COFFEE SUPPLIES FOR PARKS DEPT. OFFICE	541.52
		005739		09/28/2015	PURCHASE OF COFFEE SUPPLIES FOR PARKS DEPT. OFFICE	561.01
		007709		10/02/2015	PURCHASE OF COFFEE SUPPLIES FOR PARKS DEPT. OFFICE	389.67
		006583		10/16/2015	PURCHASE OF COFFEE SUPPLIES FOR PARKS DEPT. OFFICE	866.62
		005579		10/16/2015	PURCHASE OF COFFEE SUPPLIES FOR PARKS DEPT. OFFICE	235.27
Check	11/12/2015	73238	Accounts Payable	VERA, EULOGIO		150.00
		Invoice		Date	Description	Amount
		VERA 111715		11/12/2015	TRAVEL - DEVELOPING/IMPLEMENTING MUNICIPAL CAPITAL IMPMT PLANS	150.00
Check	11/12/2015	73239	Accounts Payable	WAGGIN WEST KENNELS AND GROOMING CENTER		306.00
		Invoice		Date	Description	Amount
		2016-00000433		10/20/2015	BOARD FOR 3PD K9s	306.00
Check	11/12/2015	73240	Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER		50.00

# Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 11/12/2015

*Schedule H*  
Transaction Amount

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	11/12/2015	73242	Accounts Payable	PELAYO, MARGARITA		500.00
	Invoice		Date	Description		Amount
		2016-00000436	11/12/2015	CIVIC CONTRIBUTION		500.00
Check	11/12/2015	73243	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		11,487.20
	Invoice		Date	Description		Amount
		7353	10/15/2015	LANDFILL FEES FROM 100115-101515		11,487.20
Check	11/12/2015	73244	Accounts Payable	VALTIERRA, ROSSANA A		200.00
	Invoice		Date	Description		Amount
		2016-00000437	11/10/2015	DIA DE LOS MUERTOS EVENT 2015 1ST PLACE PHOTOGRAPHY CATEGORY		200.00
Check	11/12/2015	73245	Accounts Payable	VERDUGO, DYANIRA VICTORIA		200.00
	Invoice		Date	Description		Amount
		2016-00000438	11/10/2015	DIA DE LOS MUERTOS EVENT 2015 1ST PLACE CALA FACE PAINTING CATEG		200.00
Check	11/12/2015	73246	Accounts Payable	YUMA SUN, INC		1,915.44
	Invoice		Date	Description		Amount
		00073713	10/29/2015	AD FOR CITY AUCTION		718.44
		00070546	09/24/2015	EVIDENCE TECHNICIAN AD		399.00
		00069662	09/30/2015	OFFICE SUPPORT SPECIALIST AD		399.00
		00069868	09/30/2015	COMMUNICATIONS OFFICER AD		399.00

1BYPAYABLE 1st BY Accounts Payable Totals:

Transactions: 5

\$14,302.64

Checks: 5 \$14,302.64

Prepared By:  
*Maggie Dominguez*  
Date: *11/12/15*

City of San Luis  
**Payment Batch Register**  
 Bank Account: 1BYPAYABLE - 1st BY Accounts Payable  
 Batch Date: 11/12/2015

*Schedule I*

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: 1BYPAYABLE - 1st BY Accounts Payable</b>						
Check	11/12/2015	73247	Accounts Payable	FRANCO-OLIVARES, CLAUDIA		13.43
		Invoice	Date	Description		Amount
		2016-00000442	11/12/2015	UTILITY REFUND (UNCLAIMED PRTY)		13.43
Check	11/12/2015	73248	Accounts Payable	MARES, JORGE		10.15
		Invoice	Date	Description		Amount
		2016-00000443	11/12/2015	UTILITY REFUND (UNCLAIMED PRTY)		10.15
Check	11/12/2015	73249	Accounts Payable	MOON'S AUTO GLASS		720.25
		Invoice	Date	Description		Amount
		2016-00000439	11/12/2015	VEHICLE MAINTENANCE (RE-ISSUED; UNCLAIMED)		720.25
Check	11/12/2015	73250	Accounts Payable	SANTANA, GREGORIO		44.00
		Invoice	Date	Description		Amount
		2016-00000440	11/12/2015	CAR WASH SERVICES (RE-ISSUED; UNCLAIMED)		44.00
Check	11/12/2015	73251	Accounts Payable	SIQUEIROS, FELIX & ALTAGRACIA		9.70
		Invoice	Date	Description		Amount
		2016-00000444	11/12/2015	UTILITY REFUND (UNCLAIMED PRTY)		9.70
Check	11/12/2015	73252	Accounts Payable	VALENCIA, ADALBERTO		20.00
		Invoice	Date	Description		Amount
		2016-00000441	11/12/2015	PARKS/REC SERVICES (RE-ISSUED; UNCLAIMED)		20.00
<b>1BYPAYABLE 1st BY Accounts Payable Totals:</b>				Transactions: 6		<b>\$817.53</b>

Checks: 6 \$817.53

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D*  
*11/12/15*



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. C.

**Meeting Date:** 11/24/2015

**Department Head:** Jenny Torres, Community Development Director, Community Development Department

**Submitted By:** Dania Castillo, Economic Development Assistant, Community Development Department

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding approval and ratification of Beach Street change orders for the Community Development Block Grant (CDBG) Cemex Construction Contract.

**(Jenny Torres, Community Development Director)**

### SUMMARY:

Cemex Construction was awarded Beach Street Improvements Contract in the amount of \$239,674 through competitive bidding. Due to unforeseen conditions, we executed four change orders totaling the amount of \$53,085, which is about 22% of the original contract. Community Development Block Grant (CDBG) #132-15 covered the change orders up to No. 4 with only \$15,455 to be covered by HURF. Change Order No. 4 triggered concern for the \$35,000 procurement code limitation and council ratification is requested.

The change orders entailed unforeseen sagging sewer lines that needed to be fixed and other needs for the sewer lines that were unforeseen. In order for the project to stay within the CDBG schedule of completion and to avoid delays in the project causing interruptions in service to the existing residents, the change order was approved by management. Attached to this Agenda Item Review Form are a memo with the details of each change order and the actual four change orders.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND RATIFY THE BEACH STREET IMPROVEMENTS CHANGE ORDERS AS PRESENTED.**

### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

---

### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** \$20,000

**TOTAL:** \$20,000

**BUDGETED:** 0  
**AVAILABLE TO TRANSFER:** \$92,746  
**ACCOUNT #/REMAINING BALANCE:** 200-210-70025

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

A total of \$20,000 will be transferred to cover the \$15,455 overage and any other potential change orders. New request for additional budget will come from HURF Transfer Out Account No. 200-210-81100 into Grants Account No. 255-210-90010.215, subsequent to an internal transfer from the maintenance account to the Transfer Out account.

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**Attachments**

Memo/map/change orders

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# City of San Luis

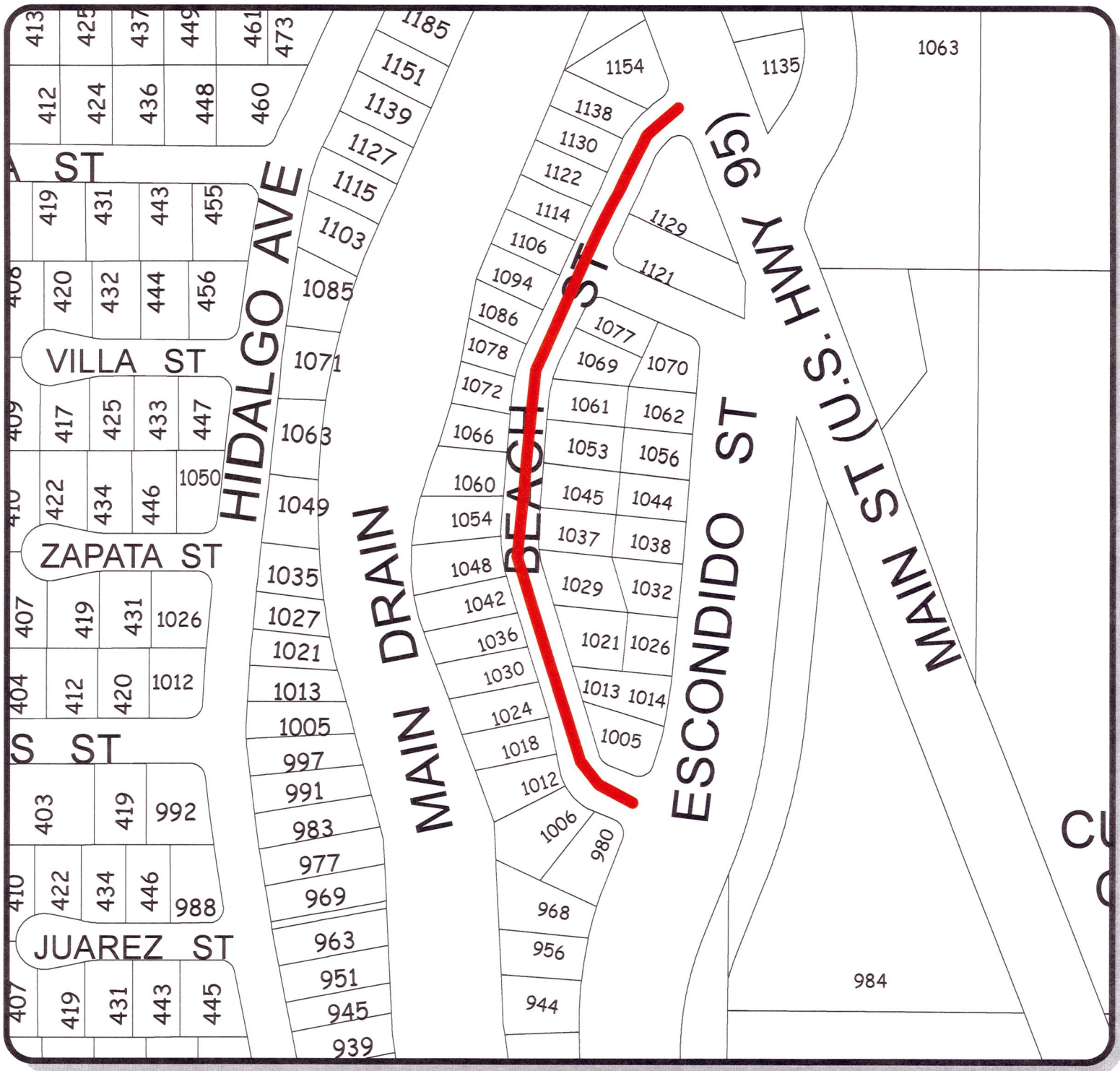
## Community Development

**TO:** MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** JENNY TORRES, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** BEACH STREET IMPROVEMENTS  
**DATE:** NOVEMBER 9, 2014  
**CC:** TADEO DE LA HOYA, INTERIM CITY MANAGER  
KAY MACUIL, CITY ATTORNEY

Cemex Construction was awarded the Beach Street Improvement contract in the amount of \$239,674. Due to unforeseen conditions, we executed four change orders in the amount of \$53,085. CDBG grant cover the change orders up to No. 4 with only \$15,455 to be cover by public works. Change order No. 4 triggered the \$35,000 procurement code limitation and requires council ratification. In order for the project to stay within the CDBG timeline schedule of completion and to avoid delays in the project and causing interruptions in service to the existing residents, the change order was approved by management.

Change Order 1 - Increased the amount of asphalt to spend \$25k for removing from contract the adjustment of some block walls which the City will now do for probably less than \$5k. This increased the paving and led to adjusting of some additional sewer manholes and water valves. (Better Use of Funds)  
Change Order 2 - Directed Contractor to replace the material of 6 sewer service that cross over an existing water line. We thought material used originally was adequate and it turns it was not so we verified them and requested the change in material for additional protection. (Unforeseen Condition)  
Change Order 3 - Similar to CO No. 2. Additional sewer services were included to be replaced as part of the contract as some sewer services had sags and now is the time to fix it. (Unforeseen Condition)  
Change Order 4 - Similar to CO No. 3. Additional sewer services and main were included to be replaced due to sags found. The intersection of Beach and Escondido is being redone due to existing storm water ponding problem. It was not part of original project as paving originally didn't go that far. With the additional paving, it needed to be fixed. (Unforeseen Condition)

Change order #1-8/31/15	\$ 0.00	No time extension
Change order #2-8/16/15	\$13,718.00	5 days- 12/3/2015
Change order #3-9/29/15	\$21,566.00	19 days-12/22/2015
Change order #4-10/7/15	\$17,801.00	9 days-12/31/2015
CDBG Contract (incl. adm)	\$299,928.00	
Cemex Contract	\$239,674.00	
Minus Eng. Contract	\$ 22,624.00	
Minus Change Orders	<u>\$ 53,085.00</u>	
PW Commitment	\$ 15,455.00	

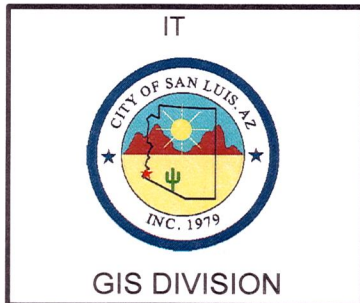


**Location Map**

 BEACH STREET

**Date:**  
11/20/2014

**Checked By:**



**Prepared By:**  
IG

**APPROVED BY:**

**Case No.**

# CHANGE ORDER

Distribution to:

OWNER   
 ENGINEER   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: CITY OF SAN LUIS, ARIZONA  
 BEACH STREET SEWERMAIN AND ROADWAY IMPROVEMENTS PROJECT  
 (CDBG CONTRACT # 132-15)

TO (Contractor):  
 Mr. D.J. Shiplet, Construction Manager  
 CEMEX Construction Materials South LLC  
 2088 E. 20<sup>th</sup> Street  
 Yuma, AZ 85365

CHANGE ORDER NO.: 1  
 INITIATION DATE: August 31, 2015  
 ENGINEER'S PROJECT NO: CSL-10  
 CONTRACT FOR: New Construction  
 CONTRACT DATE: July 30, 2015

The following change is made to the Contract:

1. The increase in Scope of work involves increasing the amount of existing asphalt removal, grading for pavement, 2" asphalt paving, and miscellaneous water valve, manhole frame and cover adjustments, and survey monument. The decrease in Scope of work involves removing the wall removal and replacement work.

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

The original Contract Sum.....	\$239,674.00
Net change by previously authorized Change Orders .....	\$0.00
The Contract Sum prior to this Change Order Was .....	\$239,674.00

This Change Order will modify the Contract Sum as following:

- |  |                |
|--|----------------|
| 2. Increase the amount of existing asphalt removal, grading for pavement, and asphalt paving (2" AC) by 1,188.50 SY. Traffic control shall be considered incidental to the work involved. (1,188.56 SY @ \$19.50/SY) | \$23,177.00(+) |
| 3. Install Survey Monument (Yuma County Std. 4-080) (1 @ \$243.00/EA)  | \$243.00(+)    |
| 4. Adjust Existing Manhole with new Frame and Cover (City of Yuma Std. 5-030 and 5-040) (1 @ \$900.00/EA)  | \$900.00(+)    |
| 5. Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std. 5-210) (2 @ \$340.00/EA)  | \$680.00(+)    |

6. Remove the Existing Wall Removal and Replacement work \$25,000.00(-)

The new Contract Sum including this Change Order will be ..... \$239,674.00

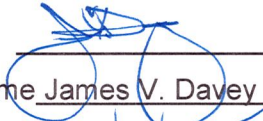
The Contract Time will be changed by ..... (0) Days

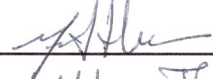
The Date of Substantial Completion as of the date of this Change Order therefore is November 28, 2015.


James Davey and Associates  
Engineer  
1025 W. 24<sup>th</sup> Street, Suite No.2  
Yuma, AZ 85364

CEMEX Construction Material LLC  
Contractor  
2088 E. 20<sup>th</sup> Street  
Yuma, AZ 85365

Authorized:  
City of San Luis, Arizona  
Owner  
1090 E. Union Street  
San Luis, AZ 85346

By   
Name James V. Davey  
Date: 8/17/2015

By   
Name Mike Thompson  
Date 8/18/15

By   
Name Robert Eads  
Date 8/17/15

~~CHANGE ORDER~~  
**CHANGE ORDER**

Distribution to:

OWNER   
 ENGINEER   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: CITY OF SAN LUIS, ARIZONA  
 BEACH STREET SEWERMAIN AND ROADWAY IMPROVEMENTS PROJECT  
 (CDBG CONTRACT # 132-15)

TO (Contractor):  
 Mr. D.J. Shiplet, Construction Manager  
 CEMEX Construction Materials South LLC  
 2088 E. 20<sup>th</sup> Street  
 Yuma, AZ 85365

CHANGE ORDER NO.: 2  
 INITIATION DATE: August 16, 2015  
 ENGINEER'S PROJECT NO: CSL-10  
 CONTRACT FOR: New Construction  
 CONTRACT DATE: July 30, 2015

The following change is made to the Contract:

- The increase in Scope of Work involves installing six sewer service laterals with C900 pipe and removing and replacing an existing sewer service on private property.

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

The original Contract Sum.....	\$239,674.00
Net change by previously authorized Change Orders .....	\$0.00
The Contract Sum prior to this Change Order Was .....	\$239,674.00

This Change Order will modify the Contract Sum as following

- Install C-900 sewer service crossing the watermain at Stations: 13+80, 19+05, 19+25, 20+35, 21+00, 21+30. (6 EA x \$1,985/EA) \$11,910.00(+)
  - Remove and replace 16 linear feet of SDR-35 sewer service on private property at Station 21+00, left. Attached are photos of the sewer service repaired work. (16LF x \$113/LF) \$ 1,808.00(+)
- \$13,718.00**

The new Contract Sum including this Change Order will be ..... \$253,392.00

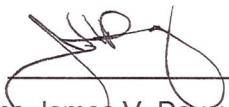
The Contract Time will be changed by ..... (5) Days

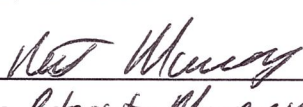
The Date of Substantial Completion as of the date of this Change Order therefore is December 3, 2015.

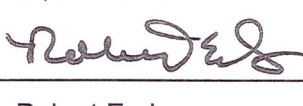
James Davey and Associates  
 Engineer  
 1025 W. 24<sup>th</sup> Street, Suite No.2  
 Yuma, AZ 85364

CEMEX Construction Material LLC  
 Contractor  
 2088 E. 20<sup>th</sup> Street  
 Yuma, AZ 85365

Authorized:  
City of San Luis, Arizona  
 Owner  
 1090 E. Union Street  
 San Luis, AZ 85346

By   
 Name James V. Davey  
 Date: 9/18/2015

By   
 Name Robert Murray  
 Date 9-17-15

By   
 Name Robert Eads  
 Date 9/22/15

# CHANGE ORDER

Distribution to:  
 OWNER   
 ENGINEER   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: CITY OF SAN LUIS, ARIZONA  
 BEACH STREET SEWERMAIN AND ROADWAY IMPROVEMENTS PROJECT  
 (CDBG CONTRACT # 132-15)

TO (Contractor): Mr. D.J. Shiplet, Construction Manager CEMEX Construction Materials South LLC 2088 E. 20 <sup>th</sup> Street Yuma, AZ 85365	CHANGE ORDER NO.: 3 INITIATION DATE: September 29, 2015 ENGINEER'S PROJECT NO: CSL-10 CONTRACT FOR: New Construction CONTRACT DATE: July 30, 2015
---	---

The following change is made to the Contract:

1. The increase in Scope of Work involves removing and replacing additional sewermain, removing and replacing sewer service laterals with C900 and SDR-35 pipe, and removing and replacing existing curb and sidewalk for sewer services installation.

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

The original Contract Sum.....	\$239,674.00
Net change by previously authorized Change Orders .....	\$13,718.00
The Contract Sum prior to this Change Order Was .....	\$253,392.00

This Change Order will modify the Contract Sum as following

- |   |                |
|---|----------------|
| 1. Removed and Replace 8" Diameter SDR-35 PVC Sewer Line<br>From Station 19+70 to 19+75 and from Station 14+32 to 14+57<br>30 LF x \$88.00/LF (\$75.00 install new sewermain + \$13.00 remove existing sewermain) | \$2,640.00(+)  |
| 2. Remove and Install C-900 sewer service crossing the watermain at Stations:<br>12+55 Lt, 15+40 Lt, 16+50 Lt, 17+60 Lt, 18+00 Lt, and 20+25 Lt<br>(6 EA x \$2,020/EA)  | \$12,120.00(+) |
| 3. Remove and Install existing sewer service with SDR-35 pipe at Stations:<br>15+30 Rt, 16+55 Rt, 17+20 Rt, 17+40 Rt, and 17+80 Rt<br>(5 EA x \$950/EA)   | \$4,750.00(+)  |
| 4. Remove and Install SDR-35 sewer service at Station: 13+70 Rt<br>Additional sewer service within sewermain repair section<br>(1 EA x \$1,041/EA)  | \$1,041.00(+)  |

5. Remove and Replace Curb and Sidewalk where sewer services will be replaced at Stations: 12+55 Lt, 15+30 Rt, 16+50 Lt, 16+55 Rt, 17+20 Rt, 17+40 Rt, 17+80 Rt  
 \$145/service x 7 services (R&R curb \$13/LF x 5 LF, Remove Sidewalk \$9/SY x 2.22 SY,  
 Replace Sidewalk \$3/SF x 20 SF = \$ 145/service) \$1,015.00(+)  
\$21,566.00

The new Contract Sum including this Change Order will be ..... \$274,958.00

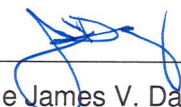
The Contract Time will be changed by ..... (19) Days

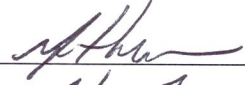
The Date of Substantial Completion as of the date of this Change Order therefore is December 22, 2015.

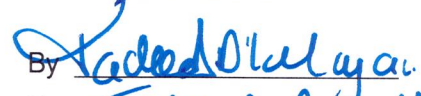
James Davey and Associates  
 Engineer  
 1025 W. 24<sup>th</sup> Street, Suite No.2  
 Yuma, AZ 85364

CEMEX Construction Material LLC  
 Contractor  
 2088 E. 20<sup>th</sup> Street  
 Yuma, AZ 85365

Authorized:  
City of San Luis, Arizona  
 Owner  
 1090 E. Union Street  
 San Luis, AZ 85346

By   
 Name James V. Davey  
 Date: 9/30/2015

By   
 Name M. Lee Thompson  
 Date 9/29/15

By   
 Name Tadeo A. De La Hoya  
 Date 10/09/2015

# CHANGE ORDER

Distribution to:  
 OWNER   
 ENGINEER   
 CONTRACTOR   
 FIELD   
 OTHER

PROJECT: CITY OF SAN LUIS, ARIZONA  
 BEACH STREET SEWERMAIN AND ROADWAY IMPROVEMENTS PROJECT  
 (CDBG CONTRACT # 132-15)

TO (Contractor): Mr. D.J. Shiplet, Construction Manager CEMEX Construction Materials South LLC 2088 E. 20 <sup>th</sup> Street Yuma, AZ 85365	CHANGE ORDER NO.: 4 INITIATION DATE: October 7, 2015 ENGINEER'S PROJECT NO: CSL-10 CONTRACT FOR: New Construction CONTRACT DATE: July 30, 2015
---	--

The following change is made to the Contract:

1. The change in Scope of Work involves decreasing the number of sewer service laterals C900 and SDR-35 removal and replacement, and increases removing and replacing existing curb, sidewalk, sidewalk ramp, valley gutter and apron, and survey monument.

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

The original Contract Sum.....	\$239,674.00
Net change by previously authorized Change Orders .....	\$35,284.00
The Contract Sum prior to this Change Order Was .....	\$274,958.00

This Change Order will modify the Contract Sum as following

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Additional Traffic Control for additional contract days<br/>(33 Days x \$100/Day)</li> <li>2. C-900 sewer service crossing the watermain at Station:<br/>12+55 Lt (1000 Beach St.) Not Installed (1 EA x \$2,020/EA)<br/>Labor and Work searching for sewer service at Station 12+55 Lt</li> <li>3. Delete from Change Order No.3<br/>Remove and Install existing sewer service with SDR-35 pipe<br/>at Stations: 15+30 Rt (1029 Beach St.), 17+40 Rt (1053 Beach St.)<br/>and 17+80 Rt (1061 Beach St.) (3 EA x \$950/EA)</li> <li>4. Repair existing 8" Diameter Sewer Line Sag<br/>From Station 17+85 to 18+55 (70 LF x \$70.00/LF)</li> </ol> | <p>\$3,300.00(+)</p> <p>\$2,020.00(-)<br/>\$1,140.00(+)</p> <p>\$2,850.00(-)</p> <p>\$4,900.00(+)</p> |
|---|---|

5. Remove and Replace Rolled Curb, Sidewalk, Sidewalk Ramp, Driveways, Valley Gutter and Apron, Manhole F&C, and Survey Monument at the intersection of Escondido Street and Beach Street:
- Rolled Curb and Gutter 275 LF x \$11/LF = \$3,025
  - Sidewalk 705 SF x \$3/SF = \$2,115
  - Driveway 412 SF x \$4/SF = \$1,648
  - Sidewalk Ramp 128 SF x \$4/SF = \$512
  - Valley Gutter an Apron 360 SF x \$8/SF = \$2,880
  - Survey Monument 1 EA x \$243/EA = \$243
  - Remove Existing Curb 275 LF x \$2/LF = \$550
  - Remove Existing Sidewalk (flatwork) 162 SY x \$9/SY = \$1,458
  - Adjust Ex Manhole with new F&C at Escondido St 1EA x \$900/EA = \$900
- \$13,331.00(+)  
 \$17,801.00

The new Contract Sum including this Change Order will be ..... \$292,759.00

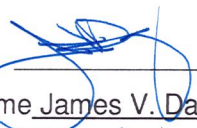
The Contract Time will be changed by ..... (9) Days

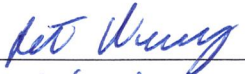
The Date of Substantial Completion as of the date of this Change Order therefore is December 31, 2015.

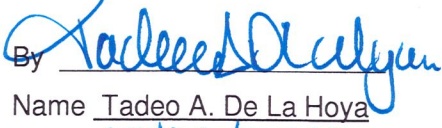
James Davey and Associates  
 Engineer  
 1025 W. 24<sup>th</sup> Street, Suite No.2  
 Yuma, AZ 85364

CEMEX Construction Material LLC  
 Contractor  
 2088 E. 20<sup>th</sup> Street  
 Yuma, AZ 85365

Authorized:  
City of San Luis, Arizona  
 Owner  
 1090 E. Union Street  
 San Luis, AZ 85346

By   
 Name James V. Davey  
 Date: 10/14/2015

By   
 Name Robert W. Waring  
 Date 10/15/15

By   
 Name Tadeo A. De La Hoya  
 Date 10/26/2015



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

5. D.

**Meeting Date:** 11/24/2015

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

**Submitted By:** Manuel Rojas, Assistant Public Works Director, Public Works Department

**Action Requested:** Motion  
Resolution

---

### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1123. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona and Yuma County for roadway maintenance. **(Eulogio Vera, Director of Public Works)**

### SUMMARY:

This resolution would allow Yuma County Public Works to assist the City with corrective and preventive roadway maintenance. Yuma County could do up to \$100,000.00 worth of work per year (material and labor only). Work may include chip seals, scrub seals, cold mix, and asphalt rejuvenators. As there is no profit and overhead, this IGA will yield the City a lot in savings.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NUMBER 1123.**

### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review form.

**Document to be Recorded?:** Yes

### City Clerk's Office

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### 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 (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

N/A

---

### Attachments





# *Resolution*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## RESOLUTION NO. 1123

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kay M. Macuil, City Attorney

# **Exhibit A**

OFFICE OF THE  
BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364

**JAMES W. FLORY**  
INTERIM COUNTY ADMINISTRATOR  
CLERK OF THE BOARD



**LENORE LOROÑA STUART**  
DISTRICT 1  
**RUSSELL McCLOUD**  
DISTRICT 2  
**RUSSELL T. (RUSS) CLARK**  
DISTRICT 3  
**MARCO A. (TONY) REYES**  
DISTRICT 4  
**GREGORY S. (GREG) FERGUSON**  
DISTRICT 5

October 8, 2015

CITY OF SAN LUIS  
ATTN.: MELISSA LOPEZ  
P.O. BOX 1170  
SAN LUIS, AZ 85349-1170

Dear Ms. Lopez,

On 10/05/15, the Board of Supervisors, Approved an Intergovernmental Agreement (IGA) between Yuma County and the City of San Luis, Arizona to provide application of corrective or preventive maintenance to the City of San Luis rural roadways for a period of five (5) years commencing on January 1, 2016 and expiring December 31, 2021, with the option to renew for an additional five (5) year term, upon mutual agreement of both parties, and subject to legal review.

Attached is the original IGA pending the City of San Luis Managers signature. Once the IGA has been signed can you please return a fully executed original to my attention.

If you have any questions, please do not hesitate to give me a call and thank you in advance for your immediate attention.

Sincerely,

Cindy Joslin  
Yuma County Board of Supervisors Office

Enclosure

RECEIVED  
2015 OCT 14 PM 3:21  
CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK

## INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. Attorney Fees and Costs. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs.

Section 14. Severability. If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

Section 15. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

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

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

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

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


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

DATED this 5<sup>th</sup> day of October, 2015.

CITY OF SAN LUIS

\_\_\_\_\_

COUNTY OF YUMA

  
\_\_\_\_\_  
Russell McCloud, Chairman

ATTEST:

\_\_\_\_\_

  
\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ROAD MAINTENANCE**

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

  
\_\_\_\_\_  
San Luis City Attorney

**INTERGOVERNMENTAL AGREEMENT  
FOR ROAD MAINTENANCE**

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

  
\_\_\_\_\_  
Jon Smith, Yuma County Attorney



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

8. A.

**Meeting Date:** 11/24/2015

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1) and A.R.S. §38-431.03(A)(3) on any and all matters relating to the wages for the Interim City Manager, and/or discussion and legal advice with the attorney or attorneys of the City regarding the same. **(Mayor Gerardo Sanchez)**

#### SUMMARY:

The Mayor has asked for this executive session for Council to discuss the salaries of the Interim City Manager.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSES STATED IN THIS AGENDA ITEM.**

#### Supporting information not attached to the Agenda Item Review Form:

There are no attachments to this Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

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

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

Discussion only.

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## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

8. B.

**Meeting Date:** 11/24/2015

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1) and A.R.S. §38-431.03(A)(3) on any and all matters relating to the position of City Manager and the possibility of an independent contractor as consultant to the Interim City Manager and City Council, the terms of the consultant contract, and/or discussion and legal advice with the attorney or attorneys of the City regarding the same. **(Mayor Gerardo Sanchez)**

#### SUMMARY:

The Mayor has asked for this Executive Session for Council to discuss the possibility of an independent contractor as consultant to the Interim City Manager and City Council. It is also proposed that the Interim City Manager would report to the consultant.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSES STATED IN THIS AGENDA ITEM.**

#### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

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

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

Discussion only.

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**Attachments**



## **INDEPENDENT CONTRACTOR AGREEMENT**

This agreement is made this \_\_\_\_ day of November, 2015, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, (“the City” or “San Luis”), a municipal corporation of the State of Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona, and Ralph Velez, referred to in this agreement as “Consultant.”

### **SECTION I**

#### **TERM AND NATURE OF CONTRACT WORK**

The Consultant will begin working for the City as an Independent Contractor, on a part-time basis, as the Consultant to the Interim City Manager and City Council of the City of San Luis, Arizona beginning on the \_\_\_\_ day of November, 2015. He shall at all times serve at the pleasure of the City Council of the City of San Luis. The Consultant shall devote two-days per week to the performance of his duties as the Consultant to the Interim City Manager and City Council.

### **SECTION II**

#### **CONSULTANT DUTIES**

The Consultant shall, subject to the direction and control of the City Council of the City of San Luis, take charge of the administration of the City and, jointly with the Interim City Manager, assist in the performance of the duties of the office of City Manager as set forth in the ordinances and Code of the City as well as the functions and duties specified in the applicable Arizona Statutes, including but not limited to ARS §9-303. The Consultant shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that is usually done by persons occupying a position as the chief administrative officer of a political subdivision. The Consultant shall provide direction to the Interim City Manager and assist him in the performance of his job duties. Additionally, the Consultant shall consult with the City Council as the Consultant believes is needed and upon the City Council’s request. Consultant shall have use of a vehicle belonging to the City while working in San Luis, so long as the City has a vehicle that is in good operating condition that is available for use. Consultant shall travel to and from all locations and meetings necessary to satisfactorily perform his duties. The locations include, but are not limited to, the following: Border Trade Alliance, National League of Cities, Arizona League of Cities and Towns, Arizona Mexico Commission, the International Congress of Shopping Centers, and the National Association of Elected Officials. Consultant shall be reimbursed for all other reasonable travel related expenses when traveling to perform these duties for the City.

## SECTION III

### REIMBURSEMENT IN LIEU OF COMPENSATION

A. **Salary.** The Consultant shall not be paid a salary for the performance of his duties. In lieu of a salary or hourly wage, Consultant shall receive per diem and reimbursement at the rates set forth in the remainder of this section.

B. **Mileage.** Consultant shall receive mileage reimbursement of \$0.55 per mile, for a maximum mileage of 362 miles traveled per week. Based on the mileage Consultant is expected to travel, the City shall pay Consultant a reimbursement of \$99.55 per day worked, for a total of \$199.10 per week. Consultant agrees to notify the Interim City Manager if he moves, or if he travels less than the expected amount of miles for any particular week, so that adjustments may be made to prevent overpayment.

C. **Lodging.** Consultant shall receive reimbursement for lodging at a rate of \$125.00 per day worked. Based on Consultant's agreement to work two days per week, the City shall reimburse Consultant \$250.00 per week. If Consultant works less than two days in any given week, for any reason, Consultant shall notify the Interim City Manager so that adjustments can be made to prevent overpayment. Additionally, Consultant shall be reimbursed for more than two days in a given week should Consultant incur such lodging expense for attendance at the Border Trade Alliance, National League of Cities, Arizona League of Cities and Towns, Arizona Mexico Commission, the International Congress of Shopping Centers, and the National Association of Elected Officials. Finally, when lodging outside of the Yuma County region, Consultant shall be reimbursed at the prevailing rate for such lodging, as determined by the Interim City Manager.

D. **Per Diem.** Consultant shall receive per diem at a rate of \$71.00 per day worked. Based on Consultant's agreement to work two days per week, the City shall reimburse Consultant \$142.00 per week. If Consultant works less than two days in any given week, for any reason, Consultant shall notify the Interim City Manager so that adjustments can be made to prevent overpayment. Additionally, Consultant shall also receive per diem at a rate of \$71.00 per day for attendance at the Border Trade Alliance, National League of Cities, Arizona League of Cities and Towns, Arizona Mexico Commission, the International Congress of Shopping Centers, and the National Association of Elected Officials.

E. **Payments.** The City shall issue Consultant reimbursement payments bi-weekly in accordance with the City's usual payment and billing cycle. Based on the information listed in the preceding paragraphs, the City shall issue reimbursement payments in the amount of \$1,185.50 bi-weekly, except in the instances where additional reimbursement is required under Paragraphs (B), (C), or (D) above.

F. **Employment Benefits.** Based on Consultant's status as an Independent Contractor, Consultant is not entitled to receive employment benefits. Consultant shall be responsible for obtaining health insurance and other employment benefits the City typically offers to its employees.

#### **SECTION IV**

#### **OFFICE SPACE AND EQUIPMENT**

The City shall provide Consultant with office space, use of utilities, office supplies, a laptop computer, an iPad, and a telephone that will enable him to perform the functions of the position. Consultant shall return all office supplies and equipment immediately upon termination of this Agreement.

#### **SECTION V**

#### **TERMINATION OF CONTRACT**

A. The City Council may terminate this agreement at any time upon the giving of at least fourteen (14) days written notice to Consultant, unless the parties otherwise agree.

B. Consultant may terminate this agreement at any time upon the giving of at least fourteen (14) days written notice to the Mayor and City Council, unless the parties otherwise agree.

#### **SECTION VI**

#### **CONTRACT TERMS TO BE EXCLUSIVE**

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

**SECTION VII**

**WAIVER OR MODIFICATION INEFFECTIVE  
UNLESS IN WRITING**

It is agreed that no waiver or modification of this agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**SECTION VIII**

**CONTRACT GOVERNED BY LAW OF  
STATE OF ARIZONA**

A. The parties agree that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

B. This agreement shall be subject to the cancellation provisions of ARS §38-511.

In witness whereof, the City of San Luis, Arizona has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Clerk, and Ralph Velez, Consultant, has signed and executed this agreement at 1090 E. Union Street, San Luis, Arizona on the \_\_\_\_\_ day of November, 2015.

\_\_\_\_\_  
Ralph Velez, Consultant

The City of San Luis

By: \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

10. A.

**Meeting Date:** 11/24/2015

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters relating to the wages of the Interim City Manager.  
(Mayor Gerardo Sanchez)

#### SUMMARY:

The Mayor has asked for this item for Council to consider an adjustment to the salaries of the Interim City Manager.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO AUTHORIZE AN ADJUSTMENT TO THE INTERIM CITY MANAGER'S WAGES IN THE AMOUNT OF \$ \_\_\_\_\_ STARTING ON \_\_\_\_\_.**

#### Supporting information not attached to the Agenda Item Review Form:

There are no attachments to this Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** To be determined

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** To be determined

**BUDGETED:** No

**AVAILABLE TO TRANSFER:** To be determined

**ACCOUNT #/REMAINING BALANCE:** To be determined

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

Fiscal impact to be determined at the time of action on this item.

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## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

10. B.

**Meeting Date:** 11/24/2015

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action regarding any and all matters related to the position of City Manager and a Consultant to the Interim City Manager and to City Council. **(Mayor Gerardo Sanchez)**

#### SUMMARY:

The Mayor has asked for this time to be placed on the agenda for Council to consider a consultant to the Interim City Manager and to City Council. It is also proposed that the Interim City Manager report to the consultant.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PROPOSED CONTRACT FOR AN INDEPENDENT CONTRACTOR AS CONSULTANT TO THE INTERIM CITY MANAGER AND TO CITY COUNCIL TO BEGIN ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

#### Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

**Document to be Recorded?:** No

N/A

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes

**CITY/STATE/FEDERAL FUNDS:** City

**TOTAL:** \$1,282.20 Bi Weekly

**BUDGETED:** No

**AVAILABLE TO TRANSFER:** To be determined

**ACCOUNT #/REMAINING BALANCE:** To be determined

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

The estimated cost is approximately \$1,185.50 bi-weekly depending upon the consultant's per diem expenses as out-lined in the proposed contract. Funds will need to be transferred from Professional Services 100-115-80001 into 100-115-80000.

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**Attachments**



## **INDEPENDENT CONTRACTOR AGREEMENT**

This agreement is made this \_\_\_\_ day of November, 2015, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, (“the City” or “San Luis”), a municipal corporation of the State of Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona, and Ralph Velez, referred to in this agreement as “Consultant.”

### **SECTION I**

#### **TERM AND NATURE OF CONTRACT WORK**

The Consultant will begin working for the City as an Independent Contractor, on a part-time basis, as the Consultant to the Interim City Manager and City Council of the City of San Luis, Arizona beginning on the \_\_\_\_ day of November, 2015. He shall at all times serve at the pleasure of the City Council of the City of San Luis. The Consultant shall devote two-days per week to the performance of his duties as the Consultant to the Interim City Manager and City Council.

### **SECTION II**

#### **CONSULTANT DUTIES**

The Consultant shall, subject to the direction and control of the City Council of the City of San Luis, take charge of the administration of the City and, jointly with the Interim City Manager, assist in the performance of the duties of the office of City Manager as set forth in the ordinances and Code of the City as well as the functions and duties specified in the applicable Arizona Statutes, including but not limited to ARS §9-303. The Consultant shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that is usually done by persons occupying a position as the chief administrative officer of a political subdivision. The Consultant shall provide direction to the Interim City Manager and assist him in the performance of his job duties. Additionally, the Consultant shall consult with the City Council as the Consultant believes is needed and upon the City Council’s request. Consultant shall have use of a vehicle belonging to the City while working in San Luis, so long as the City has a vehicle that is in good operating condition that is available for use. Consultant shall travel to and from all locations and meetings necessary to satisfactorily perform his duties. The locations include, but are not limited to, the following: Border Trade Alliance, National League of Cities, Arizona League of Cities and Towns, Arizona Mexico Commission, the International Congress of Shopping Centers, and the National Association of Elected Officials. Consultant shall be reimbursed for all other reasonable travel related expenses when traveling to perform these duties for the City.

## SECTION III

### REIMBURSEMENT IN LIEU OF COMPENSATION

A. **Salary.** The Consultant shall not be paid a salary for the performance of his duties. In lieu of a salary or hourly wage, Consultant shall receive per diem and reimbursement at the rates set forth in the remainder of this section.

B. **Mileage.** Consultant shall receive mileage reimbursement of \$0.55 per mile, for a maximum mileage of 362 miles traveled per week. Based on the mileage Consultant is expected to travel, the City shall pay Consultant a reimbursement of \$99.55 per day worked, for a total of \$199.10 per week. Consultant agrees to notify the Interim City Manager if he moves, or if he travels less than the expected amount of miles for any particular week, so that adjustments may be made to prevent overpayment.

C. **Lodging.** Consultant shall receive reimbursement for lodging at a rate of \$125.00 per day worked. Based on Consultant's agreement to work two days per week, the City shall reimburse Consultant \$250.00 per week. If Consultant works less than two days in any given week, for any reason, Consultant shall notify the Interim City Manager so that adjustments can be made to prevent overpayment. Additionally, Consultant shall be reimbursed for more than two days in a given week should Consultant incur such lodging expense for attendance at the Border Trade Alliance, National League of Cities, Arizona League of Cities and Towns, Arizona Mexico Commission, the International Congress of Shopping Centers, and the National Association of Elected Officials. Finally, when lodging outside of the Yuma County region, Consultant shall be reimbursed at the prevailing rate for such lodging, as determined by the Interim City Manager.

D. **Per Diem.** Consultant shall receive per diem at a rate of \$71.00 per day worked. Based on Consultant's agreement to work two days per week, the City shall reimburse Consultant \$142.00 per week. If Consultant works less than two days in any given week, for any reason, Consultant shall notify the Interim City Manager so that adjustments can be made to prevent overpayment. Additionally, Consultant shall also receive per diem at a rate of \$71.00 per day for attendance at the Border Trade Alliance, National League of Cities, Arizona League of Cities and Towns, Arizona Mexico Commission, the International Congress of Shopping Centers, and the National Association of Elected Officials.

E. **Payments.** The City shall issue Consultant reimbursement payments bi-weekly in accordance with the City's usual payment and billing cycle. Based on the information listed in the preceding paragraphs, the City shall issue reimbursement payments in the amount of \$1,185.50 bi-weekly, except in the instances where additional reimbursement is required under Paragraphs (B), (C), or (D) above.

F. **Employment Benefits.** Based on Consultant's status as an Independent Contractor, Consultant is not entitled to receive employment benefits. Consultant shall be responsible for obtaining health insurance and other employment benefits the City typically offers to its employees.

#### **SECTION IV**

#### **OFFICE SPACE AND EQUIPMENT**

The City shall provide Consultant with office space, use of utilities, office supplies, a laptop computer, an iPad, and a telephone that will enable him to perform the functions of the position. Consultant shall return all office supplies and equipment immediately upon termination of this Agreement.

#### **SECTION V**

#### **TERMINATION OF CONTRACT**

A. The City Council may terminate this agreement at any time upon the giving of at least fourteen (14) days written notice to Consultant, unless the parties otherwise agree.

B. Consultant may terminate this agreement at any time upon the giving of at least fourteen (14) days written notice to the Mayor and City Council, unless the parties otherwise agree.

#### **SECTION VI**

#### **CONTRACT TERMS TO BE EXCLUSIVE**

This written agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement nor any representations inducing its execution and delivery except such representations as are specifically set forth in this writing and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

**SECTION VII**

**WAIVER OR MODIFICATION INEFFECTIVE  
UNLESS IN WRITING**

It is agreed that no waiver or modification of this agreement or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**SECTION VIII**

**CONTRACT GOVERNED BY LAW OF  
STATE OF ARIZONA**

A. The parties agree that it is their intention and covenant that this agreement and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

B. This agreement shall be subject to the cancellation provisions of ARS §38-511.

In witness whereof, the City of San Luis, Arizona has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Clerk, and Ralph Velez, Consultant, has signed and executed this agreement at 1090 E. Union Street, San Luis, Arizona on the \_\_\_\_\_ day of November, 2015.

\_\_\_\_\_  
Ralph Velez, Consultant

The City of San Luis

By: \_\_\_\_\_