NOTICE OF REGULAR COUNCIL MEETING

In accordance with §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 Regular City Council meeting at 7:00 p.m., Wednesday, September 13, 2017. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles, 13 de Septiembre del 2017. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 13, 2017
7:00 p.m.

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

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

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

4. **PRESENTATIONS**

4. A. Presentation and recognition of the 2017 - 1st and 2nd Quarter Awardees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. **(Sgt. Marco Santana, Janet Taylor, ERAP Committee Chairs)**

4. B. Presentation of the San Luis Fire Department's two (2) new ambulances and ambulance fleet. **(Hank Green, Fire Chief)**

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**
- June 7, 2017 Special City Council meeting
- June 7, 2017 Work Session

5. B. **DISBURSEMENTS FROM AUGUST 12, 2017 THROUGH AUGUST 31, 2017**
Total Disbursements $862,023.28
(Eight Hundred Sixty-Two Thousand, Twenty-Three Dollars and Twenty-Eight Cents)

5. C. Discussion and possible action on any and all matters regarding formal approval and ratification of the City of San Luis employee benefits plan for Fiscal Year 2016-2017. **(Kay Marion Macuil, City Attorney)**

5. D. Discussion and possible action on any and all matters regarding formal approval and ratification of the City of San Luis employee benefits plan for Fiscal Year 2017-2018. **(Kay Marion Macuil, City Attorney)**

5. E. Discussion and possible action on any and all matters regarding renewal of the subscription to Westlaw for a 5-year contract. **(Kay Marion Macuil, City Attorney)**

5. F. Discussion and possible action on any and all matters regarding authorization to provide Field Internship Training of Paramedic Students of Wizard Education training programs. **(Hank Green, Fire Chief)**

5. G. Discussion and possible action on any and all matters regarding the authorization to award South Yuma County Landfill the City's landfill services for Fiscal Year 2017-2018 and ratification of the same. **(Manuel Rojas, Assistant Director of Public Works)**

5. H. Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. I. Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. J. Discussion and possible action on any and all matters regarding the Memorandum of Understanding with the Humane Society of Yuma for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. K. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. L. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. M. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. N. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. O. Discussion and possible action on any and all matters regarding approval of a contract for the ComicCon event in San Luis, Arizona for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. P. Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

5. Q. Discussion and possible action on any and all matters regarding Resolution No. 2006. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Tadeo A. De La Hoya, City Manager)**

5. R. Discussion and possible action on any and all matters regarding approval of Resolution 2004. A resolution of the Mayor and the Council of the City of San Luis, Arizona, to approve an Addendum to the Intergovernmental Agreement (IGA) between the City of San Luis and Yuma County for the purpose of providing mandatory weekend and holiday court services for the San Luis Municipal Court. **(Kristin McManus, Municipal Court Judge)**

5. S. Discussion and possible action on any and all matters regarding approval of Resolution No. 2005. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the continuation of an Intergovernmental Agreement (IGA) between the City of San Luis and the Superior Court in Yuma County for the the purpose of providing a field trainer for Fiscal Year 2017-2018. **(Kristin McManus, Magistrate)**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding a Notice of Intent of a possible surcharge on San Luis Lane between 5 th and 6th Avenues for water service. **(Kay Marion Macuil, City Attorney)**

6. B. Discussion and possible action on any and all matters regarding appointment and/or re-appointment of directors to the San Luis Municipal Property Corporation. **(Kay Marion Macuil, Assistant City Attorney)**

6. C. Discussion and possible action on any and all matters regarding waiver of city fees associated with construction of a house the proceeds of which will be used towards a domestic violence safe house in the City of San Luis, Arizona. **(Augustin Tumbaga, Jr., Director of the Non-Profit, Pueblo Housing and Community Development)**

6. D. Public hearing followed by the discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize San Luis FRONTERA Rotary Club to sell alcohol on Friday, September 29, 2017 during the Mexican Baseball Fiesta event in which the Naranjeros de Hermosillo will play against the Aguilas de Mexicali. **(Alicia Muñoz Castillo, President of the San Luis FRONTERA Rotary Club & Louie Galaviz, Parks & Recreation Director)**

A. Open public hearing
   1. Staff and/or applicant presentation
   2. Call to the Public on this item

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

6. E. Discussion and possible action on any and all matters regarding the renaming of the Moctezuma Park, located on 467 Juan Sanchez Blvd, San Luis, AZ 85349, to PPEP Park. **(Lizandro Galaviz, Parks & Recreation Director)**

7. SUMMARY OF CURRENT EVENTS

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

8. 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.

9. EXECUTIVE SESSION

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) on any and all matters regarding discussion or consultation for legal advice with the City Attorney or City's Attorneys about the possible display of the United States' national motto. **(Kay Marion Macuil, City Attorney)**

10. MOTION TO GO BACK INTO REGULAR SESSION

11. ADJOURNMENT

PRESENTATION

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

Meeting Date: 09/13/2017

Presentation Topic/Summary:

Presentation and recognition of the 2017 - 1st and 2nd Quarter Awardees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. **(Sgt. Marco Santana, Janet Taylor, ERAP Committee Chairs)**

Attachments

ERAP Awardees

1st Quarter

***Employee of the Quarter** – Osvaldo Rodriguez
***Award of Excellence** – Juan Castillo & Jorge Perez
***Achievement Award** – Fleet Services
-Salvador Sandoval
-Raul Sanchez
-Carlos Arciga
-Jaime
Ruiz

***Customer Service Award** – Angelica Castro

2nd Quarter

***Employee of the Quarter** – Edgar Juarez
***Award of Excellence** – Parks Department
-Juan Correa
- Elvis Flores
- Jesus Fregoso Pacheco
-Jesus Gonzalez
- Jesus Lopez
- Victor Lopez
- Jose Madrigal
- Gerardo Munoz
- Victor Reyes
- Rodolfo Samaniego
- Jose Santiago
- Salvador Urquijo Lastra
- Omar Velazquez

***Achievement Award** – SL Detectives and Officers
-Benjamin Gomez
- Gerardo Zaragoza
- Roger Espinoza
- Miguel Barron
- Marco Santana
- Joel Sauceda
- Victor Figueroa
- Miguel Alvarez
- Yadira Bobadilla
- Richard Jessup
- Ernesto Prieto
- Paulino Lara
- Shanell Hernandez
- Nancy Juarez
- Juan De Los Reyes

***Customer Service Award** – Michelle Boucher

PRESENTATION

Regular City Council Meeting **4.B.**

Meeting Date: 09/13/2017

Presentation Topic/Summary:

Presentation of the San Luis Fire Department's two (2) new ambulances and ambulance fleet. **(Hank Green, Fire Chief)**

Attachments

Ambulance Information

The City of San Luis Fire Department has received, stocked and prepared to place two new ambulances into service, serving the Citizens and guests of San Luis.

The newest additions to our fleet were purchased last fiscal year, through Emergency Vehicle Group and Wheeled Coach Ambulance Industries. These two ambulances represent a new standard of equipment and apparatus for the City of San Luis Fire Department. Both have all LED emergency compartment lights, extended patient compartment height dimensions, refrigerated cabinet/compartment for IV solutions and drug box storage, tablet charging stations for electronic patient care reporting, noise cancelling headsets for radio and intercom communications, power assist gurney and a gurney loading system.

Our current ambulances will be retained to support and allow the expansion of our ambulance delivery program: 1) provide backup ambulances for routine maintenance, 2) the staffing of one additional ambulance each day upon the recruitment and hiring of additional personnel or 3) utilization during a mass casualty event.

In the very near future, all five SLFD ambulances will be similarly equipped with the features of the new ambulances; tablet charging stations for electronic patient care reporting, noise cancelling headsets for radio and intercom communications, power assist gurney and a gurney loading system

The City of San Luis Fire Department is grateful and honored by the support of City Council and City Administration in initiating and expanding our ambulance services program. We stand ready to serve our Community.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.A.**

Meeting Date: 09/13/2017

Summary

MINUTES OF

- June 7, 2017 Special City Council meeting
- June 7, 2017 Work Session

Attachments

6/7/2017 WS

6/7/2017 SCM

M I N U T E S
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
June 7, 2017
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Work Session to order at approximately 7:32 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Ruben Walshe
Council Member Maria Cecilia Ramos
Council Member Africa Luna-Carrasco
Council Member Mario Buchanan Jr.

ABSENT: Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Angelica Cifuentes, Procurement and Budget Compliance
Craig Higgins, Chief of Police
Derek Dueñas, IT Manager
Eulogio Vera, Director of Public Works
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Jonathan Dumadag, IT Technician
Jorge Perez, Administrative Coordinator
Jose Guzman, Interim Director of Planning & Zoning
Kay Marion Macuil, Acting Planning & Zoning Director
Ketie St. Louis, Director of Finance
Laura Herrera, Assistant to Council/PIO
Lizandro Galaviz, Parks & Recreation Director
Manuel Rojas, Assistant Public Works Director
Olivia Jenkins, Human Resources Director
Ralph Velez, City Consultant
Ric Bauerman, Fire Department
Yolanda Dueñas, Fleet and Facilites Office Manager
Lucy Lopez, San Luis AZ News
Cesar Neyoy, Bajo El Sol
Liliana Arroyo, Campesinos Sin Fronteras

2. DISCUSSION ITEMS:

2. A. Discussion and possible directions to staff on any and all matters regarding authorization to purchase a video management system for the Police Department. (Derek Dueñas, IT Manager)

Mr. Derek Dueñas, IT Manager, informed Council that this purchase will utilize leftover funds from the San Luis Police Department Impact Fees to purchase a video management system that will allow the dispatcher to remotely view cameras from other city buildings.

2. B. Discussion and possible directions to staff on any and all matters regarding the approval of a contract for the Merrill Lift Station Rehabilitation project. (Manuel Rojas, Assistant Public Works Director)

Mr. Manuel Rojas, Assistant Public Works Director, informed that staff is recommending going out to bid and awarding the project to the lowest responsible bidder. Mr. Rojas mentioned that using acid free inserts will reduce installation costs by saving time in by-pass pumping, traffic control, and overall project duration. He informed that staff is looking for approval of up to $50,000.00.

2. C. Discussion and possible directions to staff on any and all matters regarding a contract with Lantis Fireworks & Lasers for firework presentation during the 4th of July Celebration and informing City Council why three (3) quotes were not obtained as is permitted under San Luis City Code Section 36.01(D). (Louie Galaviz, Parks & Recreation Director)

Mr. Lizandro Galaviz, Parks & Recreation Director, informed that Lantis Fireworks & Lasers have been providing their services to the city for many years during the 4th of July event. The cost for this services will be approximately $20,000.00.

Mayor Gerardo Sanchez stated this company has always done a great job during their presentation.

Council Member Africa Luna-Carrasco stated that she is very proud that the people from all over the county join San Luis residents during this great event.

Mrs. Kay Marion Macuil, City Attorney, informed that the reason for not getting three (3) quotes is that fireworks are explosives for this reason a reputable company needs to be hired.

2. D. Discussion and possible directions to staff on any and all matters regarding the intent to apply for the National Endowment for the Arts (NEA) Art Works Creativity Connects Grant. (Louie Galaviz, Parks & Recreation Director)

Mr. Lizandro Galaviz, Parks & Recreation Director, informed that the Parks & Recreation Department would like to apply for a $30,000.00 NEA grant which will allow the department bring more cultural and artistic projects into the community. Mr. Galaviz introduced Mr. Adon Francisco Garcia, United States Marine Captain.

Mr. Garcia introduced himself to Mayor and Council. He mentioned that as part of his studies he had to write a grant for a non-profit organization, which is Campesinos Sin Fronteras. He informed that the grant he wrote is called Border Voices which is a grant to help the community voice their perceptions or concerns on the border, via cultural, social or economic. He mentioned that if the grant is awarded then Campesinos Sin Fronteras will be able to work with the Parks & Recreation Department to subsidize classes for the community to engage in expressing their feelings and perceptions about issues on the border.

Mr. Richard Kuczek from Campesinos Sin Fronteras, informed that this grant will allow people that live on the border to express their concerns and give their perception and feelings. He mentioned that Campesinos Sin Fronteras will also be applying for other grants from the Arizona Community Foundation State Arts Commission and other places. He added that if the grant is not funded then Campesinos Sin Fronteras will be setting up a GoFundMe account as a backup scenario. The goal is to give people a chance to use the art to express themselves on the border region.

Mayor Gerardo Sanchez thanked Campesinos Sin Fronteras for this great idea and thanked them for giving the community an opportunity to voice their concerns, perceptions and feelings.

2. E. Discussion and possible directions to staff on any and all matters regarding the Resolution No. 1194. A resolution of the Mayor and City Council of the City of San Luis, Arizona, officially naming the park located at the corner of Urtuzuastergui Street and 9th Avenue to Eligio Ramirez Park. (Louie Galaviz, Parks & Recreation Director)

Mr. Lizandro Galaviz, Parks & Recreation Director, informed that the Parks & Recreation staff have been diligently working in officially recognizing the different open parks in the community. He mentioned that at this time the parks located on the corner

of Urtuzuastegui Street and 9th Avenue will be officially named Eligio Ramirez Park a ribbon cutting will take place after the passage of this resolution.

Mayor Gerardo Sanchez thanked Mr. Galaviz for working on this project as there are many parks in the community that are not officially named.

2. F. Discussion and possible directions to staff on any and all matters regarding Resolution No. 1195. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting a Public Records Request Fee Schedule. (Sonia Cornelio, City Clerk)

Mrs. Sonia Cornelio, City Clerk, informed that this resolution is for the adoption of the Public Records Request Fee Schedule. She mentioned that Arizona's public records law requires that public records and other matters shall be open for inspection by any person during office hours, also this law allows public bodies to provide copies of public records request upon request. Furthermore, she mentioned that public bodies may charge certain fees when responding to a request for copies of public records. Mrs. Cornelio informed that the fees include fees for copies, CD's, DVD's, GIS maps, etc. She mentioned that the new fee scheduled was posted on the city's website for 60 days as required by law.

2. G. Discussion and possible directions to staff on any and all matters regarding Ordinance No. 365. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the City Code of the City of San Luis, amending Chapter 37-City Policies by adopting the "Public Records Request Policy", repealing any conflicting provisions; and providing for severability. (Sonia Cornelio, City Clerk)

Mrs. Sonia Cornelio, City Clerk, informed that this ordinance is related to Resolution No. 1195, this ordinance adopts the Public Records Request Policy, and is setting up the guidelines for requesting a public record.

3. <u>DISCUSSION ITEMS</u>:

3. A. Discussion and possible directions to staff on any and all matters regarding the street sweeper daily route schedule. (Vice Mayor Matias Rosales & Eulogio Vera, Public Works Director)

Vice-Mayor Matias Rosales stated that with this item he would like to request an update regarding the street sweeper and also would like to know if a schedule could be set up and include signage as when people are not allowed to park in the area.

Mr. Eulogio Vera, Director of Public Works, informed that there is no set up schedule at this time. He mentioned that a GPS system was implemented in the street sweeper that will help see how much time is spent in different areas in the community and what areas need to be maintained with more frequency, all with the idea to implement a schedule. Furthermore, stated that unfortunately during the last two months one of the sweepers were down, but is now back on the streets and at the same time the slurry program was in progress and the sweepers have been cleaning the streets where the contractor was working. He mentioned that the plan is take information from the GPS and come up with a set schedule for the sweepers.

Vice-Mayor Matias Rosales asked if signs will be up informing people when the sweeper will be in their area, so that they do not park in that area. He stated that he would like to see a set schedule that defines the days of the week that the sweeper will be by a subdivision, this will notify the public that on a specific day they will not be allowed to park in the area. He added that the schedule should be set to the same days of the week designated to an area so that people do not get confused.

Mr. Vera mentioned that the schedule will be once or twice a month, but people will be notified when the sweeper will be in their area. He stated that the idea is to make an efficient route and in order for this to work staff will have to do community outreach to get the community educated.

3. B. Discussion and possible directions to staff on any and all matters regarding the Urtuzuastegui Street traffic flow from 2nd Avenue to Main Street during the 2017 winter season. (Vice Mayor Matias Rosales and Craig Higgins, Chief of Police)

Vice Mayor Matias Rosales stated that his concern is that this area is very dark and it has a very high vehicular and foot traffic.

Mr. Eulogio Vera, Director of Public Works, mentioned that between north of Urtuzuastegui Street there are some street light and there is also a portion that it is dark. He stated that it is the city's decision to make streets brighter, staff will have to contact APS and they will either change the lights or replace the bulbs and they will bill the city for any requests. He informed that APS notified the city that they will be changing the lights to LED lights. Furthermore, he asked Council, how bright do we want the streets to be? He mentioned that what can be done is try a certain watt in a subdivision and if it is too dark more light bulbs can be added. Mr. Vera mentioned that the problem in that area is that some of the lights have been out, and APS comes to

San Luis on a schedule. He added that staff will continue to make the reports to APS and will look in that area if there are any other spaces where new poles can be placed.

Vice Mayor Matias Rosales stated that his concern is that when high traffic comes in during the winter, there will be some issues in that area.

Mr. Vera mentioned the street striping, between 1st Avenue and 2nd Avenue those streets will be restriped to leave enough room for the taxi cabs. He added that east of 2nd Avenue there will be some changes on the striping and possibly changing the taxi cabs to 2nd Avenue and leave the current area as a drop off area for agricultural buses.

Vice Mayor Matias Rosales mentioned that some of the concern from Customs and Border Protection (CBP) is that the area has a lot of foot traffic and this creates an unsafe area as CBP officers come in and out of that area when there is a shift change. He asked if the Police Department can look in to this matter to see what can be done.

Mr. Craig Higgins, Chief of Police, mentioned that he agrees with Vice Mayor Rosales and he also thinks that a sidewalk in need on the south side of Urtuzuastegui Street. He informed that he will be meeting with CBP to address those issues.

3. C. Discussion and possible directions to staff on any and all matters regarding the creation of a Master Economic Development Plan. (Vice Mayor Matias Rosales & Jenny Torres, Community Development Director)

Vice Mayor Matias Rosales stated that he has seen that other border communities in Sonora and Arizona have their own marketing videos. He mentioned that he would like to see something similar in the city of San Luis.

Mayor Gerardo Sanchez stated that he agrees with Vice Mayor Rosales and mentioned that he is a true believer of promoting the city. He stated that a hub should be created with before and after pictures of projects, that way this can be used to promote the community.

Mrs. Jenny Torres, Community Development Director, informed that the city has created a marketing committee, this committee will be looking at the material and will be putting together a draft and will bring back to Council and provide a proposal.

Mayor Gerardo Sanchez asked Mrs. Torres to provide the Public Information Officer with all pictures that departments have so that it can be used to create a power point presentation.

4. ADJOURMENT

MOTION: Council Member Mario Buchanan Jr. / Council Member Ruben Walshe to adjourn the meeting at approximately 8:18 p.m. Motion passed unanimously.

M I N U T E S
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
June 7, 2017
6:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 6:04 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Ruben Walshe

ABSENT: Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Angelica Cifuentes, Procurement and Budget Compliance
Craig Higgins, Chief of Police
Derek Dueñas, I.T. Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Jonathan Dumadag, I.T. Technician
Jorge Perez, Administrative Coordinator
Jose Guzman, Acting Planning & Zoning Director
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Laura Herrera, PIO/Assistant to City Council
Lizandro Galaviz, Parks & Recreation Director
Manuel Rojas, Assistant Public Works Director
Olivia Jenkins, Human Resources Director
Ralph Velez, City Consultant
Ric Bauermann, Fire Department
Yolanda Duenas, Fleet and Facilities Office Manager
Cesar Neyoy, Reporter

Lucy Lopez, Reporter

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Ruben Walshe.

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Discussion and possible instruction to staff following a presentation on any and all matters regarding findings of the Economic Impact Analysis for the proposed Retail Tax Incentive Agreement with San Luis Commercial Holdings L.L.C. for a multi-use commercial site. (Jenny Torres, Community Development Director/Dan Jackson, Willdan Economist.com)

Ms. Jenny Torres, Community Development Director, presented Mr. Dan Jackson to the Mayor and City Council. Ms. Torres added that the City of San Luis contracts with Willdan Economist.com to develop the Economic Impact Analysis. She added that the analysis is based on the Hotel Project.

Mr. Dan Jackson, Vice President of Willdan Economist.com, presented a brief report on the Proposed Retail Tax Incentive Agreement with San Luis Holdings, L.L.C. for Muti-Use Site.

Mayor Gerardo Sanchez asked Mr. Jackson how long he had been working on the project.

Mr. Jackson replied that he had been working on the project since 2003.

A copy of the report can be found in the Office of the City Clerk.

4. EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7)

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to go to Executive Session at approximately 6:19 p.m. Motion passed unanimously.

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3), (4) and (7) for discussion or consultation, for legal advice with the City Attorney or City Attorneys, and/or with the City Attorney of City's attorneys in order to consider its position and instruct its attorneys regarding

City Council's position regarding contracts that are the subject of negotiations, and/or with designated representatives of City Council in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property in relation to a Development Agreement with San Luis Commercial Holdings, L.L.C. (Kay Marion Macuil, City Attorney; Bill Sims, Outside Counsel, Jenny Torres, Community Development Director; Ralph Velez, City Consultant)

5. MOTION TO GO BACK INTO SPECIAL SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to go back into Special Session at approximately 6:19 p.m. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS

6. A. Discussion and possible action on any and all matters regarding Resolution No. 1193. A resolution of the Mayor and City Council of the City of San Luis, Arizona approving a Development Agreement with San Luis Commercial Holdings, L.L.C., an Arizona limited liability company. (Jenny Torres, Community Development Director)

Mayor Gerardo Sanchez stated that one of the members of the City Council had a question on toy haulers and wanted a response to that question.

Mr. Barry Olsen, Local Attorney, stated that there are six (6) out of the eight (8) acres of land for the project that they can put anything on. Mr. Olsen added that when they got to the site they were provided with an operator that specifically knew about the market, adding that with this operator they will be able to accommodate the community.

Mayor Gerardo Sanchez thanked Mr. Olsen and stated that staff is here to help.

MOTION: Council Member Africa Luna-Carrasco/Council Member Maria Cecilia Ramos to approve and adopt Resolution No. 1193. Motion passed unanimously.

6. B. Discussion and possible action to approve any and all matters regarding Resolution No. 1193. A resolution of the Mayor and City Council of the City of San Luis, Arizona adopting and directing the City Manager and/or his designee to follow the document titled "Classification Study and Final Report"; approving an

appeal process; and providing for severability. (Olivia Jenkins, Human Resources Director; Jennifer Ramos CPS HR Consultant)

Ms. Olivia Jenkins, Human Resources Director, stated that they are requesting to adopt Phase I of the Classification Study that the City Council had requested during the previous fiscal year.

Mayor Gerardo Sanchez stated that he is glad Ms. Jenkins was part of the process adding that it was a learning experience for staff.

Ms. Jenkins commented that most of the interviews and discussion with the employees were done by the consultants. She added that the Human Resources Department provided the communication link between the consultants and staff to communicate and properly fulfill the survey.

Ms. Jennifer Ramos, CPS HR Consultant, stated that the City of San Luis employees have been cooperative during the process and participation. Ms. Ramos also stated that CPS wanted to be as transparent as possible and communicate with the employees. Ms. Ramos further explained the reclassifications and the results.

Council Member Maria Cecilia Ramos expressed how proud she was that there were over 90 employees who were interviewed, in addition to the creation of career ladders.

Mayor Gerardo Sanchez thanked Ms. Ramos and stated that the report was very precise and there was more information provided for clarification.

A copy of the Classification Study and Final Report can be found in the Office of the City Clerk.

MOTION: Council Member Africa Luna Carrasco/Council Member Mario Buchanan Jr. to approve and adopt Resolution No. 1196. Motion passed unanimously.

6. C. Discussion and possible action on any and all matters regarding instructions to staff to contract with Cooperative Personnel Services (CPS) HR Consulting for additional services not included in the initial contract to conduct a salary study and waiver of formal purchasing procedures as permitted under San Luis City Code Section 36.01 (H). (Olivia Jenkins, Human Resources Director)

Ms. Olivia Jenkins, Human Resources Director, stated that the Human Resources Department feels this request is necessary to complete the process started with the

Salary Study. Ms. Jenkins added that the funds will be used to invest in the appeal and hearing process for the classification that would allow the employees to present new evidence if they feel that the current classification is not correct. She added that there would be a criteria that would have to be meet in order go through the process.

MOTION: Council Member Africa Luna Carrasco/Council Member Maria Cecilia Ramos to approve contracting with CPS HR Consulting for the additional services as presented in an amount not to exceed $10,750.00 and waiving formal purchasing procedures. Motion passed unanimously.

6. D. Discussion and possible action on any and all matters regarding the Intergovernmental Agreement City Council passed on April 12, 2017 and Resolution No. 1197. A Resolution of the Mayor and City Council of the City of San Luis, Arizona approving an Intergovernmental Agreement between the City of San Luis, Arizona and Gadsden Elementary School District No. 32 regarding improvements to address traffic and repealing Resolution No. 1188. (Kay Marion Macuil, City Attorney and Eulogio Vera, Public Works Director)

Ms. Kay Macuil, City Attorney, stated that Intergovernmental Agreement states that the City of San Luis and the Gadsden Elementary School District agree to include a turn lane which would address the stacking issue. She added that the School Board never took action on the item.

Mr. Eulogio Vera, Public Works Director, stated that the turning lane would be added to accommodate the capacity as required for the amount of activity in the area.

Mayor Gerardo Sanchez asked if the School District has seen the agreement.

Ms. Macuil, replied that the agreement was drafted by the School District's attorney adding that she only did a formatting change on the agreement. She added that once the agreement is signed by the school, the City would sign off on the Certificate of Occupancy and everything would be ready to go.

MOTION: Council Member Africa Luna Carrasco/Council Member Maria Cecilia Ramos to approve and adopt Resolution 1188. Motion passed unanimously.

7. ADJORNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the Regular Council Meeting at approximately 7:22 p.m. Motion passed unanimously.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.B.**

Meeting Date: 09/13/2017

Summary

DISBURSEMENTS FROM AUGUST 12, 2017 THROUGH AUGUST 31, 2017

Total Disbursements $862,023.28

(Eight Hundred Sixty-Two Thousand, Twenty-Three Dollars and Twenty-Eight Cents)

Attachments

Disbursements 9/13/2017

City of San Luis
Finance Department

COUNCIL MEETING SEPTEMBER 13, 2017
Disbursement Reports from 8/12/2017 to 8/31/2017

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	8/15/2017	$ 222.00	Schedule A
Accounts Payable Check Account	8/16/2017	$ 2,192.08	Schedule B
Accounts Payable Check Account	8/17/2017	$ 165,955.20	Schedule C
Accounts Payable Check Account	8/22/2017	$ 534.38	Schedule D
Payroll Check Account	8/22/2017	$ 4,385.15	Schedule E
Payroll Check Account	8/23/2017	$ 261,343.27	Schedule F
Accounts Payable Check Account	8/24/2017	$ 176,487.17	Schedule G
Accounts Payable Check Account	8/24/2017	$ 15,726.72	Schedule H
Accounts Payable Check Account	8/24/2017	$ 4,920.72	Schedule I
Accounts Payable Check Account	8/29/2017	$ 42,749.78	Schedule J
Accounts Payable Check Account	8/31/2017	$ 79,338.89	Schedule K
Accounts Payable Check Account	8/31/2017	$ 107,826.00	Schedule L
Accounts Payable Check Account	8/31/2017	$ 341.92	Schedule M

Total Disbursements: $ 862,023.28

Please contact Mr. Carlos Cortes prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Director of Finance: C Cortes by Director of Finance

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2017 SEP -5 P 1:13
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/15/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/15/2017	81435	Accounts Payable	CORREA , JUAN		74.00
	Invoice		Date	Description		Amount
	CORREA 081517		08/15/2017	TRAVEL - APS ENERGY 101		74.00
Check	08/15/2017	81436	Accounts Payable	GALAVIZ , LIZANDRO		74.00
	Invoice		Date	Description		Amount
	GALAVIZ 081517		08/15/2017	TRAVEL - APS ENERGY 101		74.00
Check	08/15/2017	81437	Accounts Payable	RODRIGUEZ , OSVALDO		74.00
	Invoice		Date	Description		Amount
	RODRIGUEZ081517		08/15/2017	TRAVEL - APS ENERGY 101		74.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 3		$222.00

Checks: 3 $222.00

Prepared By:
Maggie Dominguez

Prepared By:
Maggie Dominguez
Date: 8/15/17

Schedule B

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 08/16/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/16/2017	81461	Utility Management Refund	VARGAS , JOAQUIN & BRENDA		41.68
	Account Type			Account Number	Transaction Date	Transaction Type
Check	08/16/2017	81462	Utility Management Refund	VELAZCO, JOSE & ANGELICA OCHOA		56.11
	Account Type			Account Number	Transaction Date	Transaction Type

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 25 $2,192.08

Checks:	25	$2,192.08

Prepared By: Maggie Dominguez
Date: Maggie D. 8/16/17

C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/16/2017

Type	Date	Number Source	Payee Name	EFT Bank/Account		Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/16/2017	81438 Utility Management Refund	AGUIRRE , ALMA			98.01
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81439 Utility Management Refund	AYON , BRIJIDO			95.53
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81440 Utility Management Refund	BECERRA , ELIZABETH A			6.02
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81441 Utility Management Refund	CAZARES , DAVID			141.49
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81442 Utility Management Refund	DESCO RESIDENTIAL GROUP			13.79
	Account Type		Account Number	Transaction Date	Transaction Type	
	Residential		23188-001	07/31/2017	Refund - Account Credit	
Check	08/16/2017	81443 Utility Management Refund	GALVAN , YVETTE A			101.95
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81444 Utility Management Refund	GRP # 68 FLORES, MIGUEL & MARIA MADRIGAL			17.95
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81445 Utility Management Refund	GRP # 68 RUIZ, PABLO & ADELAIDA VALENZUELA			29.28
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81446 Utility Management Refund	GRP #68 AGUILAR CASTRO, ALAN			47.01
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81447 Utility Management Refund	GRP #70 JUANITA BECERRA & RUBEN BECERRA			24.16
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81448 Utility Management Refund	GRP #70 VICTOR MARTINEZ & REBECA REYES			40.63
	Account Type		Account Number	Transaction Date	Transaction Type	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/16/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account		Transaction Amount
Check	08/16/2017	81449	Utility Management Refund	GRP #71 ERNESTO & MANUELITA CARDONA			63.46
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81450	Utility Management Refund	GRP #71 RAMON & MARIA SANCHEZ			60.05
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81451	Utility Management Refund	MARTINEZ , LUZ & LUIS			191.45
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81452	Utility Management Refund	MARTINEZ , RAFAEL & FIDELIA			90.36
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81453	Utility Management Refund	MURGUIA , GRACIELA			97.85
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81454	Utility Management Refund	ORTIZ , ANA LILIA			119.63
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81455	Utility Management Refund	PEREZ , ESPERANZA			120.25
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81456	Utility Management Refund	QUINONEZ ACOSTA , LUZ M			114.80
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81457	Utility Management Refund	RAMIREZ , ABIGAIL			174.87
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81458	Utility Management Refund	RODRIGUEZ , MARTINA P			74.99
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81459	Utility Management Refund	ROSALES GAMA , CYNTHIA			153.69
	Account Type			Account Number	Transaction Date	Transaction Type	
Check	08/16/2017	81460	Utility Management Refund	SOLIS, JOSE L & NORMA SILVIA CHAVEZ			217.07
	Account Type			Account Number	Transaction Date	Transaction Type	

Schedule C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	2018-00000156		08/15/2017	CONTRACT: 500-0380583,-0408239,-0413948,0448410,0493890,-0506125	3,147.63	
Check	08/17/2017	81517	Accounts Payable	US POST MASTER		2,504.55
	Invoice		Date	Description	Amount	
	137764		08/03/2017	MONTHLY POSTAGE FOR UTILITY BILLS	2,504.55	
Check	08/17/2017	81518	Accounts Payable	VERIZON WIRELESS MESSAGING SVC		6,762.13
	Invoice		Date	Description	Amount	
	9789540575		07/19/2017	MONTHLY CHARGES FOR ACC 273 -DATA	2,375.89	
	9789860023		07/23/2017	MONTHLY CHARGES FOR ACC 6092 - CELL	4,386.24	
Check	08/17/2017	81519	Accounts Payable	YUMA COUNTY RECORDER		24.00
	Invoice		Date	Description	Amount	
	17-11655		08/17/2017	RECORDING FEES	24.00	
Check	08/17/2017	81520	Accounts Payable	YUMA OFFICE EQUIPMENT		2,314.17
	Invoice		Date	Description	Amount	
	2018-00000161		08/17/2017	LEASES	2,314.17	
Check	08/17/2017	81521	Accounts Payable	YUMA REGIONAL MEDICAL CENTER		1,895.26
	Invoice		Date	Description	Amount	
	3580		07/31/2017	MONTHLY PHARMACY CHARGES FOR JUNE AND JULY	1,895.26	
Check	08/17/2017	81522	Accounts Payable	YUMA SUN INC		4,671.46
	Invoice		Date	Description	Amount	
	00125518		07/05/2017	LEGAL PUBLICATIONS 2017-0339	83.04	
	00125212		07/06/2017	LEGAL PUBLICATIONS 364	2,163.72	
	00125575		07/20/2017	LEGAL PUBLICATIONS 365	1,556.36	
	00125573		07/20/2017	LEGAL PUBLICATIONS 1198	797.16	
	00127209		08/02/2017	LEGAL PUBLICATIONS 432	71.18	
Check	08/17/2017	81523	Accounts Payable	YUMA WINNELSON CO.		2,908.66
	Invoice		Date	Description	Amount	
	287741 00		07/28/2017	MATERIAL TO REPAIR/NEW INSTALLATIONS IN WATER DIST. SYSTEM	2,908.66	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 61		$165,955.20

Prepared By:
Maggie Dominguez
Date: 8/17/17

C 8/17/17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Checks:	61		$165,955.20		

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/17/2017	81463	Accounts Payable	AFLAC		4,531.96
	Invoice		Date	Description		Amount
	2018-00000160		08/17/2017	INSURANCE FOR JULY 2017		4,531.96
Check	08/17/2017	81464	Accounts Payable	ALONSO , FRANCIA		162.00
	Invoice		Date	Description		Amount
	ALONSO 082117		08/17/2017	TRAVEL - 2017 LEAGUE OF AZ CITIES/TOWNS CONFERENCE		162.00
Check	08/17/2017	81465	Accounts Payable	ALSCO, INC		145.26
	Invoice		Date	Description		Amount
	LYUM1185437		07/18/2017	UNIFORM SERVICES-FACILITIES		72.63
	LYUM1187289		07/25/2017	UNIFORM SERVICES-FACILITIES		72.63
Check	08/17/2017	81466	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		959.02
	Invoice		Date	Description		Amount
	47787		07/26/2017	WW 1680 EE907		446.46
	47786		07/26/2017	WW1680 EE907		512.56
Check	08/17/2017	81467	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT		35,331.33
	Invoice		Date	Description		Amount
	2018-00000158		08/15/2017	SALES TAX - JULY 2017		35,331.33
Check	08/17/2017	81468	Accounts Payable	ARIZONA PUBLIC SERVICE		282.45
	Invoice		Date	Description		Amount
	8620AUG17		08/17/2017	ELECTRICITY - 821 GARCIA PEDESTAL		23.04
	3134AUG17		08/17/2017	ELECTRICITY - 1604 AMERICA ST PEDESTAL		23.04
	5389AUG17		08/17/2017	ELECTRICITY - 600 2ND AVE		236.37
Check	08/17/2017	81469	Accounts Payable	ARIZONA REFUSE SALES, LLC		404.64
	Invoice		Date	Description		Amount
	7019		07/31/2017	SW 3796 EE180		404.64
Check	08/17/2017	81470	Accounts Payable	AUTOZONE STORES, INC		887.43
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2756800256		07/26/2017	HWY USER 0010 EE180		9.09
	2756800222		07/26/2017	FLEET SERVICE 1413 EE180		4.21
	2756801114		07/27/2017	PARKS 7566 EE180		194.26
	2756801115		07/27/2017	PARKS 7567 EE180		27.04
	2756801138		07/27/2017	RECREATION 5652 EE180		167.22
	2756801473		07/27/2017	WW 9341 EE180		189.64
	2756801464		07/27/2017	IT 3844 EE180		16.74
	2756801467		07/27/2017	PD 0567 EE180		25.35
	2756801101		07/27/2017	WW 0162 EE180		239.78
	2756801102		07/27/2017	CREDIT MEMO		(239.78)
	2756802281		07/28/2017	PD 2214 EE180		10.70
	2756802288		07/28/2017	WATER 7519 EE180		10.70
	2756802284		07/28/2017	PARKS4055 EE180		14.90
	2756802400		07/28/2017	PD 2214 EE180		33.81
	2756805212		07/31/2017	PD 8757 EE180		10.70
	2756805363		07/31/2017	PD 5714 EE180		38.03
	2756805366		07/31/2017	PD 5714 EE180		55.54
	2756805208		07/31/2017	UTILITIES 8501 EE180		2.40
	2756805358		07/31/2017	CREDIT		(2.40)
	2756805359		07/31/2017	UTILITIES 8501 EE180		2.88
	2756805205		07/31/2017	PD 5714 EE180		76.62
Check	08/17/2017	81471	Accounts Payable	BILL ALEXANDER FORD		2,880.11

Invoice	Date	Description	Amount
339235	07/28/2017	PD 0567 EE180	223.68
CM339235	07/28/2017	CREDIT MEMO	(178.94)
339262	07/28/2017	PARKS 7567 EE180	57.34
172530	07/27/2017	FIRE 6467 EE180	194.94
339564	08/07/2017	FIRE 6467 EE180	1,254.48
CM339428	08/07/2017	CREDIT MEMO	(81.31)
339671	08/09/2017	FIRE AMB 7630 EE180	77.14
339633	08/10/2017	PD 0569 EE180	290.70
339428	08/03/2017	FIRE 6467 EE180	1,042.08

Check	08/17/2017	81472	Accounts Payable	CARBAJAL , EDGAR		162.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	CARBAJAL 082117		08/17/2017	TRAVEL - 2017 LEAGUE OF CITIES/TOWNS CONFERENCE		162.00
Check	08/17/2017	81473	Accounts Payable	CASTILLO , DANIA		98.00
	Invoice		Date	Description		Amount
	CASTILLO 082317		08/17/2017	TRAVEL - AZ HOUSING FORUM		98.00
Check	08/17/2017	81474	Accounts Payable	CITY OF YUMA		20,594.92
	Invoice		Date	Description		Amount
	2018-00000027		07/25/2017	ANNUAL RADIO FEES FY 17/18		6,012.50
	2018-000000009		07/25/2017	SEMI- ANNUAL 911 SYS ADMINISTRATOR FEES FOR 7/1-12/31		2,766.72
	2018-000000001		07/24/2017	PUB SAFETY SOFT & SYS SEMI-ANN. MAINT. FEES (JULY-DEC)		11,815.70
Check	08/17/2017	81475	Accounts Payable	DANA-KEPNER COMPANY INC.		22,529.94
	Invoice		Date	Description		Amount
	8149332-00		07/12/2017	FEE FOR METER TEST		58.94
	8149577-00		08/14/2017	METERS F/ NEW INSTALL/REPLACEMENT IN WATER DIST. SYSTEM		21,471.00
	8148805-00		08/07/2017	FCC RENEWAL 2017 - COMMUNICATIONS LICENSE F/ SENSUS		1,000.00
Check	08/17/2017	81476	Accounts Payable	DE LA HOYA , TADEO		346.89
	Invoice		Date	Description		Amount
	DELAHOYA081717		08/17/2017	REIMBURSEMENT - LODGING, GAS, PARKING FEES FOR CBCC ALLIANCE		184.89
	DELAHOYA 082117		08/17/2017	TRAVEL - 2017 LEAGUE OF CITIES/TOWNS CONFERENCE		162.00
Check	08/17/2017	81477	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		94.00
	Invoice		Date	Description		Amount
	36689		08/07/2017	DOCUMENT DESTRUCTION SERVICES		74.00
	36688		08/07/2017	RECORDS MANAGEMENT PROGRAM (DESTRUCTION)- INVOICE#36688 8/7/17		20.00
Check	08/17/2017	81478	Accounts Payable	FRESH TERRA SERVICES LLC		3,835.00
	Invoice		Date	Description		Amount
	6010		07/12/2017	ADDITIONAL TESTING (SEWAGE SPILL)		85.00
	6020		07/18/2017	ADDITIONAL TESTING (SEWAGE SPILL)		115.00
	5993		07/07/2017	ADDITIONAL TESTING (SEWAGE SPILL)		200.00
	6018		07/18/2017	ADDITIONAL TESTING (SEWAGE SPILL)		200.00
	6032		07/31/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS		140.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	6031		07/31/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	180.00	
	6030		07/31/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	170.00	
	6033		07/31/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00	
	6046		08/04/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	760.00	
	6045		08/04/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00	
	6049		08/07/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	180.00	
	6056		08/09/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	115.00	
	6034		07/31/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	140.00	
	6038		08/01/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	730.00	
	6048		08/07/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	140.00	
	6058		08/10/2017	WW ANALYSIS REQUIREMENTS PER ADEQ REGULATIONS	450.00	
Check	08/17/2017	81479	Accounts Payable	GIMBUT, GLENN J.		86.00
	Invoice		Date	Description	Amount	
	GIMBUT 082317		08/17/2017	TRAVEL - 2017 LEAGUE OF CITIES/TOWNS CONFERENCE	86.00	
Check	08/17/2017	81480	Accounts Payable	GREEN TECH PLUMBING		380.00
	Invoice		Date	Description	Amount	
	000044		07/31/2017	INSTALLATION OF NEW DRINKING FOUNTAIN AND RELOCATION OF EYE WASH	380.00	
Check	08/17/2017	81481	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description	Amount	
	058		08/11/2017	INTERPRETATION SERVICES FOR COURT - 080717-081117	500.00	
Check	08/17/2017	81482	Accounts Payable	GUTIERREZ , JUAN F		450.00
	Invoice		Date	Description	Amount	
	3		08/15/2017	PHOTOGRAPHY	450.00	
Check	08/17/2017	81483	Accounts Payable	GUZMAN , JOSE A		162.00
	Invoice		Date	Description	Amount	
	GUZMAN 082117		08/17/2017	TRAVEL - 2017 LEAGUE OF CITIES/TOWNS CONFERENCE	162.00	
Check	08/17/2017	81484	Accounts Payable	HERNANDEZ , SAMUEL		100.00
	Invoice		Date	Description	Amount	
	HERNANDEZ 081717		08/17/2017	REIMBURSEMENT - STEEL TOE BOOTS	100.00	
Check	08/17/2017	81485	Accounts Payable	HERRERA , MARTIN		194.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	HERRERA 082117		08/17/2017	TRAVEL - RWAA 26TH ANNUAL TECHNICAL CONFERENCE		194.00
Check	08/17/2017	81486	Accounts Payable	ID WHOLESALER		357.00
	Invoice		Date	Description		Amount
	1366400		07/28/2017	PROXY CARDS		357.00
Check	08/17/2017	81487	Accounts Payable	INNOVYZE, INC		1,096.00
	Invoice		Date	Description		Amount
	08189AM-2017		08/01/2017	ANNUAL MAINTENANCE/RENEWAL - INVOICE#08189AM-217 8/1/17		1,096.00
Check	08/17/2017	81488	Accounts Payable	LAGUNA , JOSE LUZ		390.00
	Invoice		Date	Description		Amount
	1164		03/28/2017	PURCHASE OF SHIRTS AND HATS FOR THE ALGODONEROS GAME		390.00
Check	08/17/2017	81489	Accounts Payable	LEGROS , BRIAN SEAN		358.80
	Invoice		Date	Description		Amount
	15464		08/04/2017	UNIFORM FITTED MESH HATS AND 1(ONE) BUCKET HAT		358.80
Check	08/17/2017	81490	Accounts Payable	LESLIE'S POOL SUPPLY INC.		417.83
	Invoice		Date	Description		Amount
	293-416127		07/24/2017	PURCHASE OF MAINTENANCE MATERIALS NEEDED FOR THE AQUATIC CENTER		417.83
Check	08/17/2017	81491	Accounts Payable	LOOMIS		1,254.51
	Invoice		Date	Description		Amount
	12056073		07/31/2017	ARMORED CAR SERVICE, FUEL & INSURANCE FEES		1,254.51
Check	08/17/2017	81492	Accounts Payable	LOPEZ DOMINGUEZ , JESUS F		250.00
	Invoice		Date	Description		Amount
	2018-00000162		08/17/2017	CONTRIBUTION FOR JAYDEN WILLIAMS TO ATTEND SOCCER TOURNAMENT		250.00
Check	08/17/2017	81493	Accounts Payable	MASTER AUTO GLASS LLC		638.88
	Invoice		Date	Description		Amount
	1204		08/11/2017	REMOVE AND INSTALL NEW WINDSHIELD FOR POLICE DEPT #		239.80
	1177		07/27/2017	REMOVE BROKEN AND INSTALL NEW WINDSHIELD FOR POLICE DEPT #2917		206.88

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	1185		08/01/2017	REMOVE AND INSTALL NEW WINDSHIELD FOR WASTEWATER #6281	192.20	
Check	08/17/2017	81494	Accounts Payable	O'REILLY AUTO PARTS		3,280.71
	Invoice		Date	Description	Amount	
	2771-434732		08/15/2017	PURCHASE SOFTWARE UPGRADE FOR CITY SHOP	1,771.39	
	2771-434730		08/15/2017	PURCHASE SOFTWARE UPGRADE FOR CITY SHOP	918.90	
	2771-432880		07/31/2017	PURCHASE FILTERS FOR HWY USER# 0249	124.78	
	2771-432887		07/31/2017	PURCHASE FILTERS FOR HWY USER# 3447	124.78	
	2771-432024		07/24/2017	WATER 0934 EE610	51.68	
	2771-432303		07/26/2017	HWY USER 0010 EE610	266.36	
	2771-432443		07/27/2017	PD 7758 EE610	22.82	
Check	08/17/2017	81495	Accounts Payable	PEREZ , CRISTINA		50.00
	Invoice		Date	Description	Amount	
	3310		08/17/2017	REIMBURSEMENT - DEPOSIT POOL RESERVATION	50.00	
Check	08/17/2017	81496	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		3,033.95
	Invoice		Date	Description	Amount	
	somerton psprs06		08/15/2017	SOMERTON PSPRS	3,033.95	
Check	08/17/2017	81497	Accounts Payable	PUMP SYSTEMS INC.		355.28
	Invoice		Date	Description	Amount	
	00045443		07/26/2017	OIL F/ SUBMERSIBLE PUMPS FOR ALL LIFTSTATIONS	355.28	
Check	08/17/2017	81498	Accounts Payable	PURCELL TIRE CO.		4,278.11
	Invoice		Date	Description	Amount	
	6898452		08/15/2017	PURCHASE TIRES FOR POLICE DEPARTMENT #0568	597.85	
	6898453		08/15/2017	PURCHASE TIRES FOR HWY USER #3210	432.38	
	6898385		08/10/2017	PURCHASE TIRES FOR POLICE DEPT #5714	555.52	
	6898174		07/27/2017	PURCHASE TIRES FOR POLICE DEPT #2214	506.35	
	6898286		08/03/2017	PURCHASE TIRES FOR POLICE DEPT #0569	597.85	
	6898287		08/03/2017	PURCHASE TIRES FOR POLICE DEPT #0567	597.85	
	6898231		07/31/2017	PURCHASE TIRES FOR FIRE DEPT #5571	990.31	
Check	08/17/2017	81499	Accounts Payable	QUIÑONES TIRES LLC		10.00
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Transaction Amount
	302		07/12/2017	TIRE REPAIRS AND/OR MAINTENANCE F/ VEHICLES/EQUIPMENT	10.00	
Check	08/17/2017	81500	Accounts Payable	RAMON MOSQUEDA		918.59
	Invoice		Date	Description	Amount	
	3722		07/24/2017	PURCHASE OF HATS NEEDED FOR THE PARKS DEPT. STAFF	312.23	
	3658		07/11/2017	UNIFORM EMBRIODERY FOR E. GONZALEZ	195.00	
	3783		08/02/2017	CITY LOGO EMBROIDERY ON SARAPES	411.36	
Check	08/17/2017	81501	Accounts Payable	RAMOS , MARIA CECILIA		187.00
	Invoice		Date	Description	Amount	
	RAMOS 082217		08/17/2017	TRAVEL - 2017 LEAGUE OF AZ CITIES/TOWNS CONFERENCE	113.00	
	RAMOS 080717		08/17/2017	TRAVEL - CROSS BORDER CONNECTED CITIES ALLIANCE WRKSHP	74.00	
Check	08/17/2017	81502	Accounts Payable	REAL PURIFIED WATER LLC		66.40
	Invoice		Date	Description	Amount	
	22218		07/29/2017	WATER SERVICES FOR SENIOR CENTER	49.80	
	22856		07/30/2017	WATER SERVICES FOR SENIOR CENTER	16.60	
Check	08/17/2017	81503	Accounts Payable	REDBURN TIRE COMPANY		3,149.61
	Invoice		Date	Description	Amount	
	11023674		08/02/2017	PURCHASE TIRES FOR SOLID WASTE #3796	3,149.61	
Check	08/17/2017	81504	Accounts Payable	ROSAS , ABEL		194.00
	Invoice		Date	Description	Amount	
	ROSAS 082117		08/17/2017	TRAVEL - RWAA 26TH ANNUAL TECHNICAL CONFERENCE	194.00	
Check	08/17/2017	81505	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		2,120.00
	Invoice		Date	Description	Amount	
	17-1568		07/28/2017	INSTALLATION OF COOLER FOR THE JOE ORDUNO PARK SNACK BAR	1,990.00	
	17-1539		08/01/2017	MAINTENANCE, SERVICE & INSPECTION ON A/C LOCATED AT B ST. & 2ND	130.00	
Check	08/17/2017	81506	Accounts Payable	SANCHEZ, RICARDO		194.00
	Invoice		Date	Description	Amount	
	SANCHEZ 082117		08/17/2017	TRAVEL - RWAA 26TH ANNUAL TECHNICAL CONFERENCE	194.00	
Check	08/17/2017	81507	Accounts Payable	SANDOVAL, ANTONIO		194.00
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/17/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	SANDOVAL 082117		08/17/2017	TRAVEL - RWAA 26TH ANNUAL TECHNICAL CONFERENCE	194.00	
Check	08/17/2017	81508	Accounts Payable	SANFORD , JAMES		924.81
	Invoice		Date	Description	Amount	
	S10239		08/01/2017	UNIFORM T-SHIRTS, STYLE# G800	924.81	
Check	08/17/2017	81509	Accounts Payable	SIGN MASTERS		4,986.00
	Invoice		Date	Description	Amount	
	41876		07/28/2017	LETTERING, LOGOS, AND STRIPPING ON NEW AMBULANCES	4,986.00	
Check	08/17/2017	81510	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		11,284.86
	Invoice		Date	Description	Amount	
	10575		07/15/2017	LANDFILL FEES FROM 07/03/17-07/14/17	11,284.86	
Check	08/17/2017	81511	Accounts Payable	STANDARD INSURANCE CO.		1,753.20
	Invoice		Date	Description	Amount	
	2018-00000159		08/17/2017	INSURANCE FOR JULY 2017	1,753.20	
Check	08/17/2017	81512	Accounts Payable	STANDARD PRINTING COMPANY, INC		1,290.31
	Invoice		Date	Description	Amount	
	251063		08/03/2017	UTILITY BILL MONTHLY MAILING/PREPARING	1,290.31	
Check	08/17/2017	81513	Accounts Payable	SUN RENTAL AND SALES INC.		2,695.73
	Invoice		Date	Description	Amount	
	185381		07/26/2017	PURCHASE OF EQUIPMENT AND PARTS NEEDED FOR THE PARKS DEPT.	2,695.73	
Check	08/17/2017	81514	Accounts Payable	TORRES, JENNY		125.81
	Invoice		Date	Description	Amount	
	TORRES 081717		08/17/2017	REIMBURSEMENT - SNACKS PROVIDED DURING BINATIONAL BICYCLE EVENT	27.81	
	TORRES 082317		08/17/2017	TRAVEL - AZ HOUSING FORUM	98.00	
Check	08/17/2017	81515	Accounts Payable	TOSHIBA FINANCIAL SERVICES		755.00
	Invoice		Date	Description	Amount	
	2018-00000157		08/15/2017	CONTRACT #: 0455969, 0373070, 0398771	755.00	
Check	08/17/2017	81516	Accounts Payable	US BANK EQUIPMENT FINANCE		3,147.63
	Invoice		Date	Description	Amount	

Schedule D

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/22/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/22/2017	81524	Accounts Payable	GUTIERREZ, ISAAC		86.00
	Invoice		Date	Description		Amount
	GUTIERREZ 082417		08/22/2017	TRAVEL - 2017 LEAGUE ANNUAL CONFERENCE-AZ CITIES/TOWNS		86.00
Check	08/22/2017	81525	Accounts Payable	MARQUEZ, LUIS		448.38
	Invoice		Date	Description		Amount
	MARQUEZ 082217		08/22/2017	REIMBURSEMENT - VOLUNTEER PROGRAM PURCHASE OF TCKTS - SIXFLAGS		448.38
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 2		$534.38

Checks: 2 $534.38

Prepared By:
Maggie Dominguez
Date: 8/22/17

C

Schedule E

Pay Day Register

Pay Date Range 08/01/17 - 08/31/17
Pay Batch 201708M

Pay Batch 201708M Total
Employees in Pay Batch 7
Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	150.00
Total	0.0000	$7,700.00

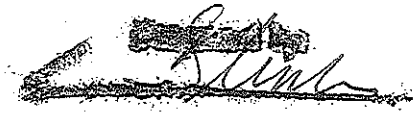
Withholdings and Deductions		Gross Base
Gross	7,700.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	68.70	5,181.08
SOCIAL SECURITY TAX	477.41	7,700.00
MEDICARE	111.66	7,700.00
STATE WITHHOLDING	136.72	5,181.08
ASRS Council	102.06	900.00
ASRS LTD Council	1.44	900.00
Council Retirement EORP	588.50	.00
Dental Council	190.30	.00
EODCRS - COUNCIL	72.00	.00
EODCRS - DISABILITY	1.06	.00
Medical Council	1,515.80	.00
Vision Council	49.20	.00
Net	$4,385.15	✓

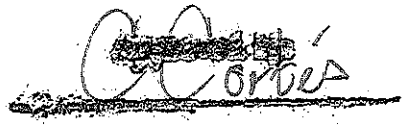
Benefits		Gross Base
ASRS Council	102.06	.00
ASRS LTD Council	1.44	.00
ASRS/EORP - LEGACY RATE	109.35	.00
Dental Council	247.44	.00
EODCRS - COUNCIL	54.00	.00
EODCRS - DISABILITY	2.26	.00
EODCRS/EORP LEGACY RATE	157.50	.00
EORP COUNCIL RETIREMENT	423.00	.00
Health Council	6,669.55	.00
HEALTHIEST YOU COUNCIL	56.00	.00
Retirement Council EORP	928.25	.00
Vision Council	74.90	.00
Total	$8,825.75	

Workers' Comp	Gross Base
Total	

Direct Deposits	Amount
1st Bank Yuma	714.95
Chase Bank	743.20
Federal Credit Union	892.11
REALTORS FED CRED UNION	272.36
Sunbank	681.33
Wells Fargo	359.93
Total	$3,663.88

Check $721.27





Schedule F

Pay Day Register

Pay Date Range 08/05/17 - 08/18/17
Pay Batch 201717

UNITED WAY	24.00	.00
US & MEX DENTAL= FAMILY	713.34	.00
US & MEX HEALTH = C	6,840.86	.00
US & MEX HEALTH = FAMILY	4,353.85	.00
US & MEX HEALTH = SP	898.80	.00
VSP - VISION FAMILY	645.75	.00
Net	$261,343.27	

GARBAGE/ ASH/ REFUSE	254.80	4,076.80
MUNICIPAL/ TOWN/	75.22	4,298.41
PARKS- NOC ALL EMPLOYEES	491.02	15,839.03
POLICE OFFICERS	3,565.93	81,413.11
RECREATION- ALL EMPLOYEES/	224.10	16,359.03
SEWAGE DISPOSAL/ PLANT	472.94	13,748.11
Street or Road Construction	1,298.20	16,166.90
WATERWORKS OPERATIONS	572.40	16,495.84
Total	$10,625.21	

Direct Deposits	Amount
1st Bank Yuma	21,629.97
ACADEMY BANK	1,936.66
Bank of America	400.00
Chase Bank	110,050.77
CHASE BANK CA	2,965.69
CHASE BANK MORGAN	1,186.82
chase bank somerton	1,868.27
chase centro	698.25
Federal Credit Union	33,425.44
FIRST CREDIT UNION	2,536.01
HUGHES FCU	100.00
National Bank	1,604.14
Navy Federal	4,633.21
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	975.12
PNC BANK	40.00
Sunbank	100.00
WASHINGTON FEDERAL	905.34
Wells Fargo	51,737.53
Total	$236,913.22

Check $24,430.05

Schedule G

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	2018-00000178		08/24/2017	FUNDS COLLECTED FOR JULY 2017	151.53	
Check	08/24/2017	81577	Accounts Payable	YUMA HEALTH CARE SERVICES, INC		194.17
	Invoice		Date	Description	Amount	
	89472		08/02/2017	OXYGEN TANK REFILLS FOR SLFD (SALES ORD# 23852)	66.12	
	89437		08/02/2017	JULY OXYGEN TANK REFILLS (INV# 89437, ORD# 23799)	128.05	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 52		$176,487.17

Checks: 52 $176,487.17

Prepared By:
Maggie Dominguez
Date: 8/24/17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/24/2017	81526	Accounts Payable	ARIZONA PUBLIC SERVICE		647.88
	Invoice		Date	Description		Amount
	9552AUG17		08/24/2017	ELECTRICITY - 1393 JN SHNZ SLIFT		647.88
Check	08/24/2017	81527	Accounts Payable	ARIZONA STATE TREASURER		35,037.43
	Invoice		Date	Description		Amount
	2018-00000180		08/24/2017	FUNDS COLLECTED FOR JULY 2017		35,037.43
Check	08/24/2017	81528	Accounts Payable	ARROW SECURITY		1,980.00
	Invoice		Date	Description		Amount
	SLRR70417		07/04/2017	SERVICES RENDERED OF SECURITY GUARD FOR THE 2017 FOURTH OF JULY		1,980.00
Check	08/24/2017	81529	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		319.00
	Invoice		Date	Description		Amount
	Y08-108 20170803		08/04/2017	PAYMENT FOR INMATE LABOR PROJECT		319.00
Check	08/24/2017	81530	Accounts Payable	AZ STATE PRISON COMPLEX - YUMA		89.00
	Invoice		Date	Description		Amount
	Y08-10820170803		08/04/2017	PAYMENT FOR INMATE TRANSPORTATION PROJECT		89.00
Check	08/24/2017	81531	Accounts Payable	CAZAREZ , KATHYA		116.00
	Invoice		Date	Description		Amount
	2018-00000167		08/24/2017	SERVICES RENDERED OF REFEREE FOR YOUTH VOLLEYBALL LEAGUE		36.00
	2018-00000168		08/24/2017	SERVICES RENDERED OF SCOREKEEPER FOR THE 2017 CO-ED VOLLEYBALL		80.00
Check	08/24/2017	81532	Accounts Payable	CELAYA , PAOLA		190.00
	Invoice		Date	Description		Amount
	2018-00000165		08/24/2017	SERVICES RENDERED OF SCOREKEEPER FOR 2017 WOMENS SOFTBALL		70.00
	2018-00000166		08/24/2017	SERVICES RENDERED OF SCOREKEEPER FOR 2017 COED KICKBALL LEAGUE		120.00
Check	08/24/2017	81533	Accounts Payable	CENTURYLINK		269.45
	Invoice		Date	Description		Amount
	2018-00000182		08/24/2017	PHONE SERVICE AT THE BUSINESS INCUBATOR		269.45
Check	08/24/2017	81534	Accounts Payable	CLEAR CHANNEL AIRPORTS		159.80

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	790521074		08/01/2017	AIRPORT DISPLAY - AUG2017		159.80
Check	08/24/2017	81535	Accounts Payable	CMI INC.		275.75
	Invoice		Date	Description		Amount
	8003882		08/04/2017	GAS CYLINDERS FOR INTOX MACHINE		275.75
Check	08/24/2017	81536	Accounts Payable	CSC OF YUMA		290.84
	Invoice		Date	Description		Amount
	000584797		08/02/2017	FIRE DEPT 6467 EE180		34.38
	000583192		07/24/2017	PURCHASE PURCHASE SNAP RING PLIERS FOR FLEET SHOP		149.87
	000583652		07/26/2017	PARKS 3616 EE610		106.59
Check	08/24/2017	81537	Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC		1,270.00
	Invoice		Date	Description		Amount
	14680		07/31/2017	J.SANCHEZ BLVD LIFTSTATION PROJECT		1,270.00
Check	08/24/2017	81538	Accounts Payable	DESERT WATER		24.90
	Invoice		Date	Description		Amount
	67685		08/01/2017	PURCHASE OF WATER FOR PARKS DEPT		12.45
	67762		08/08/2017	PURCHASE OF WATER FOR PARKS DEPT		12.45
Check	08/24/2017	81539	Accounts Payable	DIAMONDBACK POLICE SUPPLY, INC.		750.01
	Invoice		Date	Description		Amount
	15910		07/24/2017	BALLISTIC VEST		750.01
Check	08/24/2017	81540	Accounts Payable	DPE CONSTRUCTION, INC		93,253.90
	Invoice		Date	Description		Amount
	2018-00000179		08/24/2017	J.SANCHEZ BLVD RECONSTRUCTION PROJECT-PAYMENT APP #2 8/1/17		93,253.90
Check	08/24/2017	81541	Accounts Payable	FIGUEROA, VICTOR		56.96
	Invoice		Date	Description		Amount
	FIGUEROA 082417		08/24/2017	REIMBURSEMENT - BREAKFAST FOR BRIEFING MEETING		56.96
Check	08/24/2017	81542	Accounts Payable	GALAVIZ , LIZANDRO		106.00
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	GALAVIZ 082217		08/24/2017	TRAVEL - 2017 AZ LEAGUE CITIES/TOWNS CONFERENCE	106.00	
Check	08/24/2017	81543	Accounts Payable	GALLS, AN ARAMARK CO., LLC		202.15
	Invoice		Date	Description	Amount	
	008000887		07/31/2017	FLARES/SPIKES FOR PATROL	202.15	
Check	08/24/2017	81544	Accounts Payable	GONZALEZ , KAROLINA		118.50
	Invoice		Date	Description	Amount	
	GONZALEZ 082417		08/24/2017	REIMBURSEMENT - UNIFORMS	118.50	
Check	08/24/2017	81545	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description	Amount	
	059		08/18/2017	INTERPRETATION SERVICES FOR COURTS - 08/14/17-08/18/17	500.00	
Check	08/24/2017	81546	Accounts Payable	GUST ROSENFELD P.L.C.		75.00
	Invoice		Date	Description	Amount	
	326166		08/03/2017	LEGAL SERVICES/SPEARPOINT SOLAR-BLM	75.00	
Check	08/24/2017	81547	Accounts Payable	HILL BROTHERS CHEMICAL CO.		4,734.96
	Invoice		Date	Description	Amount	
	4435638		07/07/2017	BLEACH TO DISINFECT EFFLUENT DISCHARGE/SCRUBBER SYSTEM@WWTP	4,734.96	
Check	08/24/2017	81548	Accounts Payable	IPS GROUP INC		536.60
	Invoice		Date	Description	Amount	
	26907		07/31/2017	PARKING METER MAINTENANCE - JULY2017	536.60	
Check	08/24/2017	81549	Accounts Payable	IRON MOUNTAIN INC		30.96
	Invoice		Date	Description	Amount	
	PAZ4866		07/31/2017	OFF-SITE STORAGE OF LONG TERM RECORDS	30.96	
Check	08/24/2017	81550	Accounts Payable	J. J. KELLER & ASSOCIATES, INC.		1,001.09
	Invoice		Date	Description	Amount	
	9102208967		07/26/2017	LABOR LAW POSTERS	1,001.09	
Check	08/24/2017	81551	Accounts Payable	JACUINDE JR. , BERNARDINO		20.00
	Invoice		Date	Description	Amount	
	2018-00000175		08/24/2017	SERVICES RENDERED OF SCOREKEEPER FOR 2017 WOMENS SOFTBALL	20.00	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
				LEAGUE		
Check	08/24/2017	81552	Accounts Payable	LA PEQUENA		360.00
	Invoice		Date	Description	Amount	
	2018-00000181		08/24/2017	PURCHASE OF TROPHIES & MEDALS FOR 2017 RECREATION LEAGUES	360.00	
Check	08/24/2017	81553	Accounts Payable	LEXIS NEXIS RISK DATA MANAGEMENT INC.		110.71
	Invoice		Date	Description	Amount	
	1499424-20170731		07/31/2017	MONTHLY SUBSCRIPTION	110.71	
Check	08/24/2017	81554	Accounts Payable	LOPEZ RIOS , JOSE A		70.00
	Invoice		Date	Description	Amount	
	2018-00000171		08/24/2017	SERVICES RENDERED OF SCOREKEEPER FOR CO-ED VOLLEYBALL LEAGUE '17	70.00	
Check	08/24/2017	81555	Accounts Payable	MARTINEZ, JOSE ALFREDO		280.00
	Invoice		Date	Description	Amount	
	2018-00000169		08/24/2017	SERVICES RENDERED OF UMPIRE FOR 2017 WOMEN'S SOFTBALL LEAGUE	40.00	
	2018-00000170		08/24/2017	SERVICES RENDERED OF UMPIRE FOR 2017 COED KICKBALL LEAGUE	240.00	
Check	08/24/2017	81556	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		797.16
	Invoice		Date	Description	Amount	
	526644		08/02/2017	FUEL F/ EMERGENCY GENERATORS	797.16	
Check	08/24/2017	81557	Accounts Payable	MEDINA, JOSE		20.00
	Invoice		Date	Description	Amount	
	2018-00000177		08/24/2017	SERVICES RENDERED OF UMPIRE FOR WOMEN'S SOFTBALL LEAGUE 2017	20.00	
Check	08/24/2017	81558	Accounts Payable	MGM INTERNET SOLUTIONS, INC		35.00
	Invoice		Date	Description	Amount	
	41953		08/01/2017	PD WEBSITE DOMAIN NAME YEARLY RENEWAL	35.00	
Check	08/24/2017	81559	Accounts Payable	NEW HORIZONS LEARNING GROUP		9,000.00
	Invoice		Date	Description	Amount	
	-4008864-N9N4H4		08/09/2017	COURSE TRAININGS--IT Corporate Club Program	9,000.00	
Check	08/24/2017	81560	Accounts Payable	NUNEZ, RICHARD		60.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	2018-00000172		08/24/2017	SERVICES RENDERED OF REFEREE FOR 2017 YOUTH BASKETBALL LEAGUE		60.00
Check	08/24/2017	81561	Accounts Payable	PACIFIC MEDICAL WASTE		400.00
	Invoice		Date	Description		Amount
	W7033		07/31/2017	EVIDENCE - BIO HAZ CONTAINERS		345.00
	W7029		07/31/2017	MONTHLY MEDICINE DISPOSAL FEE FROM JULY 2017		55.00
Check	08/24/2017	81562	Accounts Payable	PONCE , GABRIEL		120.00
	Invoice		Date	Description		Amount
	2018-00000174		08/24/2017	SERVICES RENDERED OF UMPIRE FOR CO-ED KICKBALL LEAGUE		120.00
Check	08/24/2017	81563	Accounts Payable	PROFORCE LAW ENFORCEMENT		1,980.93
	Invoice		Date	Description		Amount
	318135		08/04/2017	TASER EQUIPMENT		1,980.93
Check	08/24/2017	81564	Accounts Payable	PULIDO INIGUEZ , JESUS ANDRES		70.00
	Invoice		Date	Description		Amount
	2018-00000173		08/24/2017	SERVICES RENDERED OF SCOREKEEPER FOR 2017 COED KICKBALL LEAGUE		70.00
Check	08/24/2017	81565	Accounts Payable	RAMON MOSQUEDA		70.50
	Invoice		Date	Description		Amount
	3223		04/05/2017	EMBROIDERY SERVICES FOR INSPECTOR VESTS		40.50
	3809		08/08/2017	EMBROIDERY SERVICES FOR INSPECTOR VESTS		30.00
Check	08/24/2017	81566	Accounts Payable	RODRIGUEZ , MARIO		80.00
	Invoice		Date	Description		Amount
	2018-00000176		08/24/2017	SERVICES RENDERED OF UMPIRE FOR 2017 WOMENS SOFTBALL LEAGUE		80.00
Check	08/24/2017	81567	Accounts Payable	SEGOVIA , ALMA		60.00
	Invoice		Date	Description		Amount
	2018-00000163		08/24/2017	SERVICES RENDERED OF SCOREKEEPER FOR 2017 WOMEN'S SOFTBALL		10.00
	2018-00000164		08/24/2017	SERVICES RENDERED OF SCOREKEEPER FOR 2017 CO-ED KICKBALL LEAGUE		50.00
Check	08/24/2017	81568	Accounts Payable	SHUCK DRILLING COMPANY LLC		16,407.03
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Amount	Transaction Amount
	8246		07/20/2017	AFTER THE FACT 'EMERGENCY' - REPAIR WELL #8@WS#4		5,980.03	
	8245		07/19/2017	AFTER THE FACT 'EMERGENCY' - REPAIR WELL #9@WS#6		10,427.00	
Check	08/24/2017	81569	Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES			889.20
	Invoice		Date	Description		Amount	
	0310753-IN		07/28/2017	EVIDENCE COLLECTION MATERIALS		889.20	
Check	08/24/2017	81570	Accounts Payable	SMITH, RALPH E. SR.			810.00
	Invoice		Date	Description		Amount	
	25102		07/31/2017	COMPLIANCE MONTHLY TESTING FOR JULY 2017		405.00	
	25085		07/31/2017	COMPLIANCE MONTHLY TESTING - JULY 2017		405.00	
Check	08/24/2017	81571	Accounts Payable	TESSCO INC			172.91
	Invoice		Date	Description		Amount	
	363840		08/01/2017	PURCHASE ANTENNA PARTS FOR POLICE DEPARTMENT #0367		172.91	
Check	08/24/2017	81572	Accounts Payable	THOMSON WEST PUBLISHING CO.			798.32
	Invoice		Date	Description		Amount	
	836575462		08/01/2017	ONLINE LEGAL RESEARCH SERVICE-PROSECUTOR		798.32	
Check	08/24/2017	81573	Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC			369.00
	Invoice		Date	Description		Amount	
	201707001962		07/31/2017	JULY BACKGROUND CHECKS FOR NEW HIRES/VOLUNTEERS		369.00	
Check	08/24/2017	81574	Accounts Payable	WESTERN SUN SYSTEMS, INC			300.00
	Invoice		Date	Description		Amount	
	31156		08/04/2017	ANNUAL SECURITY ALARM/PANIC BUTTONS		300.00	
Check	08/24/2017	81575	Accounts Payable	YUMA COUNTY PUBLIC WORKS			824.53
	Invoice		Date	Description		Amount	
	4573		07/05/2017	GRAVEL ROAD MAINTENANCE BY YUMA COUNTY		206.13	
	4574		07/05/2017	GRAVEL ROAD MAINTENANCE BY YUMA COUNTY		309.20	
	4575		07/06/2017	GRAVEL ROAD MAINTENANCE BY YUMA COUNTY		309.20	
Check	08/24/2017	81576	Accounts Payable	YUMA COUNTY TREASURER			151.53

Schedule H

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	ALT PSPRS 081817		08/24/2017	ALT PSPRS 081817	156.33	
Check	08/24/2017	81587	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		157.50
	Invoice		Date	Description	Amount	
	EORP LEGACY08311		08/24/2017	EORP LEGACY 083117	157.50	
Check	08/24/2017	81588	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2.26
	Invoice		Date	Description	Amount	
	PSPRS PPE 0818		08/24/2017	PSPRS PPE 081817	2.26	
Check	08/24/2017	81589	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		465.00
	Invoice		Date	Description	Amount	
	2018-00000189		08/24/2017	539 - AZ COPS - SLPD	465.00	
Check	08/24/2017	81590	Accounts Payable	STANDARD INSURANCE CO.		6,814.76
	Invoice		Date	Description	Amount	
	LIFE 083117		08/24/2017	LIFE 083117	6,814.76	
Check	08/24/2017	81591	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		4,122.95
	Invoice		Date	Description	Amount	
	CS PPE 081817		08/24/2017	CS PPE 081817	4,122.95	
Check	08/24/2017	81592	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		24.00
	Invoice		Date	Description	Amount	
	2018-00000190		08/24/2017	705 - UNITED WAY	24.00	
Check	08/24/2017	81593	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		800.00
	Invoice		Date	Description	Amount	
	2018-00000191		08/24/2017	543 - IAFF- FIRE DEPT	800.00	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 16		$15,726.72

Checks: 16 $15,726.72

Prepared By:
Maggie Dominguez
Date: Maggie D. 8/24/17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/24/2017	81578	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		365.99
	Invoice		Date	Description		Amount
	2018-00000183		08/24/2017	532 - GARNISHMENT - CHILD SUPPORT*		365.99
Check	08/24/2017	81579	Accounts Payable	CHARGO PA , GURSTEL		52.21
	Invoice		Date	Description		Amount
	2018-00000184		08/24/2017	533 - GARNISHMENT		52.21
Check	08/24/2017	81580	Accounts Payable	CHILD SUPPORT SERVICES		274.62
	Invoice		Date	Description		Amount
	2018-00000185		08/24/2017	532 - GARNISHMENT - CHILD SUPPORT		274.62
Check	08/24/2017	81581	Accounts Payable	FOP/ALC		266.00
	Invoice		Date	Description		Amount
	2018-00000186		08/24/2017	714 - FOP/ALC		266.00
Check	08/24/2017	81582	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
	2018-00000187		08/24/2017	533 - GARNISHMENT		50.00
Check	08/24/2017	81583	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		126.00
	Invoice		Date	Description		Amount
	2018-00000188		08/24/2017	562 - EODCRS - COUNCIL*		126.00
Check	08/24/2017	81584	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		109.35
	Invoice		Date	Description		Amount
	LEGACY PPE081817		08/24/2017	LEGACY PPE 081817		109.35
Check	08/24/2017	81585	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		1,939.75
	Invoice		Date	Description		Amount
	EORP COUNC		08/24/2017	EORP COUNCIL 0817		1,939.75
Check	08/24/2017	81586	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		156.33
	Invoice		Date	Description		Amount

Schedule I

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/24/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/24/2017	81594	Accounts Payable	CATAMARAN MEDIA		4,920.72

Invoice	Date	Description	Amount
34355-1	07/28/2017	ADVERTISEMENT & PUBLICITY FOR 2017 FOURTH OF JULY EVENT	1,196.45
34355	06/30/2017	ADVERTISEMENT & PUBLICITY FOR 2017 FOURTH OF JULY EVENT	3,724.27

1BYPAYABLE 1st BY Accounts Payable Totals:		Transactions: 1	$4,920.72
Checks:	1	$4,920.72	

Prepared By:
Maggie Dominguez
Date: 8/24/17

Schedule J

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/29/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/29/2017	81595	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		42,721.97

Invoice	Date	Description	Amount
psprs reg 082517	08/28/2017	PSPRS REG 082517	42,721.97

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/29/2017	81596	Accounts Payable	TORRES, JENNY		27.81

Invoice	Date	Description	Amount
TORRES 081717	08/17/2017	REIMBURSEMENT - SNACKS PROVIDED DURING BINATIONAL BICYCLE EVENT	27.81

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 2 $42,749.78

Checks: 2 $42,749.78

Prepared By:
Maggie Dominguez
Date: 8/29/17

Schedule K

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2771-434726		08/15/2017	FIRE DEPT 5571 EE180		39.58
	2771-434882		08/16/2017	BUILDN SAFETY 1521 EE180		94.86
	2771-435023		08/17/2017	PD 7757 EE180		94.05
Check	08/31/2017	81608	Accounts Payable	QUINONEZ , FRANCISCO		985.00

Invoice	Date	Description	Amount
16270	08/03/2017	TOWING SERVICES FOR PD	75.00
16353	08/04/2017	TOWING SERVICES FOR PD	75.00
16365	08/04/2017	TOWING SERVICES FOR PD	75.00
16417	08/05/2017	TOWING SERVICES FOR PD	75.00
16449	08/05/2017	TOWING SERVICES FOR PD	75.00
16498	08/06/2017	TOWING SERVICES FOR PD	75.00
16776	08/10/2017	TOWING SERVICES FOR PD	75.00
016924	08/12/2017	TOWING SERVICES FOR PD	85.00
16931	08/12/2017	TOWING SERVICES FOR PD	75.00
16941	08/12/2017	TOWING SERVICES FOR PD	150.00
17004	08/13/2017	TOWING SERVICES FOR PD	75.00
017056	08/13/2017	TOWING SERVICES FOR PD	75.00

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 12 $79,338.89

Checks: 12 $79,338.89

Prepared By:
Maggie Dominguez
Date: 8/31/17

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/31/2017	81597	Accounts Payable	ALSCO, INC		1,646.43

Invoice	Date	Description	Amount
LYUM1181715	07/04/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	131.46
LYUM1183607	07/11/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	141.25
LYUM1185432	07/18/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	131.46
LYUM1187284	07/25/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	131.46
LYUM1181722	07/04/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	98.92
LYUM1183614	07/11/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	106.62
LYUM1185439	07/18/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	98.92
LYUM1185715	07/18/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	4.73
LYUM1187291	07/25/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	108.72
LYUM1187223	07/25/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	3.60
LYUM1181716	07/04/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	131.53
LYUM1183608	07/11/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	141.03
LYUM1185433	07/18/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	131.53
LYUM1187285	07/25/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	131.53
LYUM1181717	07/04/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	37.71
LYUM1183609	07/11/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	40.54
LYUM1185434	07/18/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	37.71
LYUM1187286	07/25/2017	UNIFORM SERVICES F/ PW DEPT - JULY 2017	37.71

Check	08/31/2017	81598	Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES		675.00

Invoice	Date	Description	Amount
16206	08/02/2017	TOWING SERVICES FOR PD	75.00
16303	07/03/2017	TOWING SERVICES FOR PD	75.00
16372	08/04/2017	TOWING SERVICES FOR PD	75.00
16488	08/06/2017	TOWING SERVICES FOR PD	75.00
16502	08/06/2017	TOWING SERVICES FOR PD	75.00
13659	08/04/2017	TOWING SERVICES FOR PD	75.00
16697	08/09/2017	TOWING SERVICES FOR PD	75.00
16870	08/11/2017	TOWING SERVICES FOR PD	75.00
17098	08/14/2017	TOWING SERVICES FOR PD	75.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/31/2017	81599	Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY		450.60

Invoice	Date	Description	Amount
48275	08/22/2017	HWY USER 8356 EE180	21.47
48271	08/22/2017	HWY USER 8356 EE180	99.08
47922	08/01/2017	WW 1680 EE180	171.49
48096	08/10/2017	HWY USER 1277 EE180	121.12
48097	08/10/2017	HWY USER 3654 EE180	26.89
48098	08/10/2017	SW 0059 EE180	10.55

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/31/2017	81600	Accounts Payable	AUTOZONE STORES, INC		2,097.66

Invoice	Date	Description	Amount
2756824354	08/18/2017	PURCHASE TOOLS FOR FLEET SERVICES	66.85
2756806746	08/01/2017	PD 7757 EE180	4.21
2756807359	08/02/2017	PD 8757 EE180	229.95
2756808796	08/03/2017	PD 3823 EE180	167.22
2756808418	08/03/2017	BUILDN SAFETY 1521 EE180	57.08
2756808548	08/03/2017	PD 4450 EE180	16.74
2756809599	08/04/2017	PD 0569 EE180	16.74
2756809767	08/04/2017	FLEET SRVS 1413 EE180	78.51
2756810110	08/04/2017	PARKS 1606 EE180	97.64
2756813833	08/08/2017	FLEET SRVS 0893 EE180	40.31
2756814056	08/08/2017	PD 0066 EE180	40.95
2756814164	08/08/2017	FINANCE 7870 EE180	9.38
2756815268	08/09/2017	FIRE DEPT 8313 EE180	3.58
2756815995	08/10/2017	FIRE AMB 7630 EE180	403.34
2756817135	08/11/2017	FIRE 7630 AMB EE180	8.71
2756817240	08/11/2017	PD 3202 EE180	16.74
2756817498	08/11/2017	COURT 3156 EE180	4.21
2756817036	08/11/2017	SW 0059 EE180	11.26
2756820537	08/14/2017	BUILDN SAFETY 2115 EE180	15.35
2756820385	08/14/2017	WATER 4174 EE180	12.72
2756820323	08/14/2017	CREDIT	(334.44)
2756820315	08/14/2017	FIRE 6467 EE180	334.44
2756821225	08/15/2017	BUILDING SAFETY 2115 EE180	12.94

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2756821224		08/15/2017	PD 0568 EE180		16.74
	2756821226		08/15/2017	FIRE AMB 5571 EE180		221.41
	2756822260		08/16/2017	PD 3205 EE180		82.65
	2756823304		08/17/2017	PD 7757 EE180		10.79
	2756823303		08/17/2017	PD 7757 EE180		306.42
	2756823472		08/17/2017	FACILITIES 1338 EE180		121.77
	2756824738		08/18/2017	HWY USER 2934 EE180		8.63
	2756824359		08/18/2017	PD 3204 EE180		11.24
	2756827802		08/21/2017	HWY USER 9855 EE180		3.58
	2756827707		08/21/2017	PD 3276 EE180		368.10
	2756827710		08/21/2017	CREDIT		(368.10)
Check	08/31/2017	81601	Accounts Payable	BILL ALEXANDER FORD		1,993.64
	Invoice		Date	Description		Amount
	339907		08/15/2017	HWY USER 2434 EE180		291.52
	339912		08/15/2017	HWY USER 2434 EE180		240.67
	339913		08/16/2017	HWY USER 2434 EE180		732.63
	339914		08/15/2017	HWY USER 2434 EE180		419.29
	339908		08/16/2017	HWY USER 2434 EE180		271.43
	339950		08/17/2017	SENIOR CENTER 6839 EE180		38.10
Check	08/31/2017	81602	Accounts Payable	BLT ASPHALT LLC		665.88
	Invoice		Date	Description		Amount
	180		07/26/2017	ASPHALT TO REPAIR STREETS CITYWIDE		665.88
Check	08/31/2017	81603	Accounts Payable	BLT READY MIX CONCRETE LLC		1,763.09
	Invoice		Date	Description		Amount
	2603		07/28/2017	CONCRETE TO REPAIR SIDEWALKS CITYWIDE		554.11
	2581		07/27/2017	CONCRETE TO REPAIR SIDEWALKS CITYWIDE		604.49
	2461		07/19/2017	CONCRETE TO REPAIR SIDEWALKS CITYWIDE		604.49
Check	08/31/2017	81604	Accounts Payable	CITY OF YUMA		66,817.65
	Invoice		Date	Description		Amount
	2018-000000002		07/24/2017	YRCS RADIO AND SOFTWARE FEES		44,225.93
	2018-00000008		07/25/2017	YRCS RADIO AND SOFTWARE FEES		2,766.72

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2018-0000000028		07/25/2017	YRCS RADIO AND SOFTWARE FEES		19,825.00
Check	08/31/2017	81605	Accounts Payable	DESERT WATER		271.22

Invoice	Date	Description	Amount
30381	08/08/2017	DRINKING WATER FOR FD	7.20
67755	08/08/2017	DRINKING WATER FOR FD	11.62
67835	08/15/2017	DRINKING WATER FOR FD	11.62
67376	07/03/2017	WATER FOR PW PERSONNEL - JULY 2017	49.82
67451	07/11/2017	WATER FOR PW PERSONNEL - JULY 2017	66.42
67527	07/18/2017	WATER FOR PW PERSONNEL - JULY 2017	58.12
67613	07/25/2017	WATER FOR PW PERSONNEL - JULY 2017	66.42

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/31/2017	81606	Accounts Payable	FISHER CHRYSLER		499.65

Invoice	Date	Description	Amount
388175	08/11/2017	PD 5714 EE180	412.92
388318	08/15/2017	FIRE AMB 5571 EE180	86.73

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	08/31/2017	81607	Accounts Payable	O'REILLY AUTO PARTS		1,473.07

Invoice	Date	Description	Amount
2771-433107	08/02/2017	PD 8757 EE180	75.24
2771-433233	08/03/2017	HWY USER 9855 EE180	2.76
2771-433237	08/03/2017	HWY USER 4946 EE610	31.71
2771-433232	08/03/2017	WW 2467 EE610	4.09
2771-433235	08/03/2017	FLEET SRVS 0893 EE610	35.38
2771-433727	08/07/2017	PARKS 1606 EE610	152.85
2771-433830	08/08/2017	FLEET SRVS 1172 EE610	72.55
2771-433828	08/08/2017	FLEET SRVS 0893 EE610	131.73
2771-433832	08/08/2017	PD 0569 EE610	137.18
2771-433837	08/08/2017	PD 5714 EE610	143.94
2771-433835	08/08/2017	FIRE 5571 EE610	186.62
2771-433825	08/08/2017	HWY USER 0249 EE610	127.25
2771-434082	08/10/2017	PARKS 1664 EE610	41.32
2771-434081	08/10/2017	FIRE 8313 EE610	21.41
2771-434231	08/11/2017	FIRE AMB 7630 EE180	76.69
2771-434593	08/14/2017	HWY USER 3580 EE180	3.86

Schedule L

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 41		$107,826.00
	Checks:	41	$107,826.00			

Prepared By:
Maggie Dominguez
Date: 8/31/17

C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/31/2017	81609	Accounts Payable	24 KARAT JEWELERS		233.54
	Invoice		Date	Description		Amount
	2394		08/31/2017	RETIREMENT/FAREWELL AWARDS FOR FINANCE DIRECTOR/RISK MGMT		233.54
Check	08/31/2017	81610	Accounts Payable	ADGRAPHIX, LLC		826.00
	Invoice		Date	Description		Amount
	39777		08/10/2017	DECALS FOR NEW VEHICLES		826.00
Check	08/31/2017	81611	Accounts Payable	ALBERT HOLLER & ASSOCIATES		2,000.00
	Invoice		Date	Description		Amount
	2018-00000220		08/31/2017	SALES TAX AUDITING SERVICES FOR AUGUST 2017		2,000.00
Check	08/31/2017	81612	Accounts Payable	ALEGRIA , ANGEL		420.00
	Invoice		Date	Description		Amount
	2018-00000221		08/31/2017	SERVICES RENDERED OF UMPIRE FOR KICKBALL LEAGUE 2017		120.00
	2018-00000222		08/31/2017	SERVICES RENDERED OF UMPIRE FOR WOMENS SOFTBALL		40.00
	2018-00000223		08/31/2017	SERVICES RENDERED OF UMPIRE FOR WOMENS SOFTBALL		140.00
	2018-00000224		08/31/2017	SERVICES RENDERED OF UMPIRE FOR COED KICKBALL		120.00
Check	08/31/2017	81613	Accounts Payable	ALL-VALLEY FENCE & SUPPLY		1,700.00
	Invoice		Date	Description		Amount
	15459		08/31/2017	RENOVATION TO THE F3 FIELD DUG OUT AT THE JOE ORDUNO PARK		875.00
	15458		08/31/2017	RENOVATION TO THE F2 FIELD DUG OUT AT THE JOE ORDUNO PARK		825.00
Check	08/31/2017	81614	Accounts Payable	ALSCO, INC		100.95
	Invoice		Date	Description		Amount
	LYUM1192827		08/15/2017	UNIFORM SERVICE FOR PARKS DEPT FOR THE MONTH OF AUGUST 2017		100.95
Check	08/31/2017	81615	Accounts Payable	APPLIED PRODUCTS GROUP LLC		20,674.59
	Invoice		Date	Description		Amount
	DVJFI4127-02		08/31/2017	CHLORINE F/ WATER TREATMENT/MTUs@ALL WELL SITES		10,337.29
	DVJFO4127-03		08/16/2017	CHLORINE F/ WATER TREATMENT/MTUs@ALL WELL SITES		10,337.30
Check	08/31/2017	81616	Accounts Payable	ARIZONA WESTERN COLLEGE		210.00
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	002348254		07/27/2017	RAI QUINTERO WORK STUDY HOURS PAYROLL END DATE 061017		210.00
Check	08/31/2017	81617	Accounts Payable	BALAR EQUIPMENT CORPORATION		2,132.87
	Invoice		Date	Description		Amount
	717099		08/07/2017	PURCHASE PENDANT CONTROL AND HYDRAULIC PUMP FOR WASTEWATER #1680		2,132.87
Check	08/31/2017	81618	Accounts Payable	BEAMSPEED LLC		69.95
	Invoice		Date	Description		Amount
	550782		08/14/2017	ISP FOR BST		69.95
Check	08/31/2017	81619	Accounts Payable	BIZODO INC. SEAMLESSDOCS		5,000.00
	Invoice		Date	Description		Amount
	1739		08/15/2017	ONLINE FORM AUTOMATION PLATFORM		5,000.00
Check	08/31/2017	81620	Accounts Payable	BORDER GYM FITNESS LLC		250.00
	Invoice		Date	Description		Amount
	0000008		08/14/2017	2017 ANNUAL MEMBERSHIP FEE		250.00
Check	08/31/2017	81621	Accounts Payable	BOUND TREE MEDICAL, LLC.		479.04
	Invoice		Date	Description		Amount
	82585357		08/07/2017	MEDICAL SUPPLIES FOR FIRE DEPT		479.04
Check	08/31/2017	81622	Accounts Payable	CENTERLINE SUPPLY WEST		3,917.02
	Invoice		Date	Description		Amount
	00080088		08/14/2017	STREET SIGNS F/ CO. 22ND & 4TH AVE/PAINT FOR STRIPING CITYWIDE		3,917.02
Check	08/31/2017	81623	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		294.40
	Invoice		Date	Description		Amount
	37218		08/18/2017	SEMI ANNUAL RECORDS DESTRUCTION		294.40
Check	08/31/2017	81624	Accounts Payable	DESERT VALLEY SERVICES, INC		974.32
	Invoice		Date	Description		Amount
	418727		08/11/2017	JANITORIAL SUPPLIES		974.32
Check	08/31/2017	81625	Accounts Payable	EMPIRE MACHINERY		463.95
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name / Description	EFT Bank/Account	Amount	Transaction Amount
	EPWK0415373		07/28/2017	'EMERGENCY' REPAIR FOR GENERATOR@WELL SITE #6		463.95	
Check	08/31/2017	81626	Accounts Payable	FERGUSON ENTERPRISE, INC.			484.47
	Invoice		Date	Description		Amount	
	2801253		08/09/2017	NEED TO PURCHASE AIR FILTERS FOR VARIOUS BUILDINGS A/C'S		484.47	
Check	08/31/2017	81627	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC			125.04
	Invoice		Date	Description		Amount	
	5750744		08/07/2017	MEDICAL SUPPLIES FOR FIRE DEPT		125.04	
Check	08/31/2017	81628	Accounts Payable	GUERRA , RUTH			500.00
	Invoice		Date	Description		Amount	
	060		08/25/2017	INTERPRETATION SERVICES FOR COURT - 0821/17-08/25/17		500.00	
Check	08/31/2017	81629	Accounts Payable	HOYOS , MICAELA JUDITH			100.00
	Invoice		Date	Description		Amount	
	2017-21		08/07/2017	INTERPRETATION SERVICES FOR 08/07/17		37.50	
	2017-22		08/14/2017	INTERPRETATION SERVICES FOR 08/14/17		62.50	
Check	08/31/2017	81630	Accounts Payable	LAWSON PRODUCTS INC.			975.02
	Invoice		Date	Description		Amount	
	9305148312		08/09/2017	PURCHASE BLADE AND WHEELS FOR CITY SHOP		571.73	
	9305182447		08/23/2017	PURCHASE LUBRICATION, PENETRATING OIL FOR PARKS DEPT EQUIPMENT		130.82	
	9305155566		08/11/2017	PURCHASE BATTERY CHARGER FOR CITY SHOP		272.47	
Check	08/31/2017	81631	Accounts Payable	LEAGUE OF AZ CITIES & TOWNS			40.00
	Invoice		Date	Description		Amount	
	2018-00000225		08/31/2017	REGISTRATION FOR F. ALONSO TO ATTEND THE PRE CONFERENCE SESSION		40.00	
Check	08/31/2017	81632	Accounts Payable	MIDWEST MOTOR SUPPLY			271.73
	Invoice		Date	Description		Amount	
	5775940		08/07/2017	PURCHASE CONNECTORS FOR POLICE DEPT#0367 & 7860		271.73	
Check	08/31/2017	81633	Accounts Payable	NICKLAUS ENGINEERING			20,364.40
	Invoice		Date	Description		Amount	
	0027171		08/01/2017	COUNTY 22ND ST & 4TH AVE PROJECT - INV#0027171 6/6/17		20,364.40	
Check	08/31/2017	81634	Accounts Payable	PICTOMETRY INTERNATIONAL, CORP			15,212.18

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	US40875		08/31/2017	HOSTING IMAGERY OF CITY AERIALS	15,212.18	
Check	08/31/2017	81635	Accounts Payable	PLUMBERS DEPOT INC.		935.00
	Invoice		Date	Description	Amount	
	PD-35640		08/08/2017	REPLACE CAMERA FOR CCTV SEWER INSPECTIONS	935.00	
Check	08/31/2017	81636	Accounts Payable	POLY'S PARTY RENTALS, LLC		271.00
	Invoice		Date	Description	Amount	
	2018-00000219		08/31/2017	RENTAL OF INFLATABLE WATER SLIDE FOR Y.C BACK TO SCHOOL PARTY	271.00	
Check	08/31/2017	81637	Accounts Payable	RAMON MOSQUEDA		45.00
	Invoice		Date	Description	Amount	
	3817		08/10/2017	EMBROIDERY FOR UNIFORMS (EE#766)	45.00	
Check	08/31/2017	81638	Accounts Payable	SOUTH YUMA COUNTY LANDFILL		12,549.04
	Invoice		Date	Description	Amount	
	10627		08/01/2017	LANDFILL FEES FROM 071717-073117	12,549.04	
Check	08/31/2017	81639	Accounts Payable	TACOS EL CHIPILON, LLC		531.42
	Invoice		Date	Description	Amount	
	2018-00000230		08/31/2017	FAREWELL CATERING FOR FINANCE DIRECTOR AND RISK MGMT	531.42	
Check	08/31/2017	81640	Accounts Payable	THE PIN CENTER		427.50
	Invoice		Date	Description	Amount	
	0817023		08/09/2017	LAPEL PINS WITH CITY LOGO	427.50	
Check	08/31/2017	81641	Accounts Payable	UNITED LABORATORIES INC.		1,440.00
	Invoice		Date	Description	Amount	
	INV197351		08/07/2017	ODOR CONTROL CHEMICALS F/ COLLECTION SYSTEM	1,440.00	
Check	08/31/2017	81642	Accounts Payable	USA BLUE BOOK		1,998.23
	Invoice		Date	Description	Amount	
	336090		08/09/2017	SPECIAL TOOL TO PLUG SEWER PIPES IN COLLECTION SYSTEM	1,998.23	
Check	08/31/2017	81643	Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC		442.96

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	V001070-IN		08/07/2017	BLOWER/AIR COOLING F/ VAPEX SYSTEM@LS #300		442.96
Check	08/31/2017	81644	Accounts Payable	VELEZ CONSULTING SERVICES		5,395.00
	Invoice		Date	Description		Amount
	2018-00000226		08/31/2017	CONSULTING SERVICES FOR THE WEEK OF AUG 07, 2017		292.50
	2018-00000227		08/31/2017	CONSULTING SERVICES FOR THE WEEK OF AUG 14, 2017		780.00
	2018-00000228		08/31/2017	CONSULTING SERVICES FOR THE WEEK OF AUG 21, 2017		3,120.00
	2018-00000229		08/31/2017	CONSULTING SERVICES FOR THE WEEK OF AUG 28, 2017		1,202.50
Check	08/31/2017	81645	Accounts Payable	WESTERN SUN SYSTEMS, INC		300.00
	Invoice		Date	Description		Amount
	31155		08/04/2017	PAYMENT OF ANNUAL FIRE ALARM MONITORING SERV FOR Y.C		300.00
Check	08/31/2017	81646	Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.		2,481.26
	Invoice		Date	Description		Amount
	11273		08/03/2017	LETTERHEAD F/ PW DEPT. (RENEWAL)		350.21
	11222		07/27/2017	RENEWAL/VEHICLE INSPECTION BOOKS (HWY USERS/SANITATION)		437.52
	11274		08/03/2017	BUSINESS ENVELOPES F/ PW DEPT. (RENEWAL)		322.27
	11275		08/03/2017	RENEWAL BUSINESS CARDS F/ PW DEPT		912.39
	1045		08/17/2017	EVIDENCE TAGS		241.17
	1007		08/09/2017	BUSINESS CARDS FOR COUNCIL		217.70
Check	08/31/2017	81647	Accounts Payable	YUMA VISITORS BUREAU		2,587.50
	Invoice		Date	Description		Amount
	21492		08/31/2017	AD ON OFFICIAL YUMA VISITORS GUIDE 2018		2,587.50
Check	08/31/2017	81648	Accounts Payable	YUMA WINLECTRIC CO.		259.54
	Invoice		Date	Description		Amount
	507464 00		08/04/2017	NEED TO REPLACE OCTRON FLUOR LAMP AT VARIOUS CITY BUILDINGS		259.54
Check	08/31/2017	81649	Accounts Payable	YUMA WINNELSON CO.		343.08
	Invoice		Date	Description		Amount
	288071 00		08/08/2017	REPLACE WATER LINE SYSTEM F/ ROTO-MAT SCREEN@EAST WWTP		130.30
	287526 00		08/08/2017	MATERIAL TO REPLACE PUMP F/ DIGESTER #2@EAST WWTP		212.78

Schedule M

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 08/31/2017

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	08/31/2017	81650	Accounts Payable	RAMOS , MARIA CECILIA		341.92

Invoice	Date	Description	Amount
08312017	08/31/2017	HEALTH REIMBURSEMENT	299.60
HEALTH DE	08/31/2017	DENTAL HEALTH	42.32

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 1 $341.92

Checks: 1 $341.92

Prepared By:
Maggie Dominguez
Date: 8/31/17

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.C.**

Meeting Date: 09/13/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding formal approval and ratification of the City of San Luis employee benefits plan for Fiscal Year 2016-2017. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The Employees Benefits Trust was fully advised of the proposal of San Luis Benefits Consultant Susan Posada for the 2016-2017 fiscal year. The Employee Benefits Trust recommended said Benefit Plan proposal.

At the April 15, 2016, Budget Retreat, San Luis Benefits Consultant Susan Posada made the same proposal to City Council. She made a complete detailed PowerPoint presentation and fully advised City Council of the benefits proposed to be provided and the costs involved and historical cost comparisons. Attached to this Agenda Item is her presentation. Also attached are the minutes of the presentation which were approved by City Council on June 8, 2016.

Although City Council formally approved the budget for the benefits plan, it was discovered that the benefits plan itself had not been approved.

The City implemented the Benefits Plan as presented at the April 15, 2016, Budget Retreat for the Fiscal Year 2016-2017. Therefore, staff is presenting this item for formal approval through ratification for the Fiscal Year ended June 30, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY THE 2016-2017 BENEFITS PLAN AS IT WAS PRESENTED AT THE APRIL 15, 2016 BUDGET RETREAT.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

This item is the ratification of the 2016-2017 Employee Benefits Plan only. The budget for it was passed separately.

Attachments

2016-2017 Benefits Budget Increase

2015 & 2016 Employee Contribution Comparison

2016-2017 Contribution Sheet

2015 Contribution Sheet for Comparison

2015-04-15 Minutes Budget Retreat

CITY OF San Luis Arizona

Gateway to the Sea of Cortez

2016 Renewal Presentation

Presented by Susan Posada

SUSAN POSADA
AGENCY

City of San Luis

Changes to Plan Costs

Plan Year 7/1/2016 to 6/30/2017

Budget Increases

		Budget Increase		Percentage Increase
	All Benefits	City Portion	Employee Portion	
Increase all benefits	$148,124.40	$122,471.70	$25,652.70	6.56%

See details in the Contirbution Comparison Sheet for 2016 to 2017

City of San Luis

Changes to Plan Costs

Plan Year 7/1/2016 to 6/30/2017

Plan Changes

Service Changes	Rates 2015 PEPM	Rates 2016 PEPM	Rates % change
Stop Loss	**$432,036.36**	**$429,267.12**	**-0.64**
(The initial Stop Loss increase cam in at 12.53%. After negotiations, the **Stop Loss decreased to -.64%, a Savings of $56,891.28)**			
Mayo Fees			
Medical	$18.00	$18.50	2.77%
Dental	$2.90	$2.90	0%
Claims Utilization	$3.00	$3.25	8.33%
SSA Mexico Network	$4.41	Termed	Termed
Siarmed			
Medical	$3.00	$3.00	-3.63%
Dental	$1.25	$1.25	
Broker Fees	$32.00	$33.50	4.69%
(Broker increase would be 3.1% of premium not 5% agreed upon)			
BCBS Network Fees	$15	$15.50	3.33%
(The contract is in the second year of a 2 year contract)			
ACA Fees	**2015**	**2016**	**2017**
Reinsurance Fees	$5.25 per enrollee/mo.	$2.25 per enrollee/mo.	$2.25 per enrollee/mo.
PCCORI Fees	$2.08 Avg. # of lives	$2.17 Avg. # of lives	$2.17 Avg # of lives

- Mexico network was changed to Siamed effective 4/1/2016
- Stop Loss fess are subject to change pending the3/31/2016 claims reports
- Stop Loss Carrier Rates are not firm until 3/31/2016

City of San Luis

Medical and Dental Enrollment Changes

	Medical Enrollment			Dental Enrollment		
	July 1, 2015	**March 1, 2016**	**Percentage Change**	**July 1, 2015**	**March 1, 2016**	**Percentage Change**
Employees Only	98	109	11.22%	94	109	15.96%
Employee & Spouse	11	11	0.00%	12	11	-8.33%
Employee and Children	52	53	1.92%	40	53	32.50%
Family	55	45	-18.18%	69	45	-34.78%
Total	216	221	2.31%	215	221	2.79%
Members	519	501	-3.47%	552	501	-9.24%
Employees Count	216	218	0.93%	215	218	1.40%

CITY OF SAN LUIS
STOP LOSS AND ADMINISTRATION RENEWAL EFFECTIVE JULY 1, 2016

DESCRIPTION		Recommended 2015 - 2016 Renewal Initial Symetra		Recommended Final 2015-2016 Final Symetra		Recommended Renewal 2016 -2017 Quote Symetra	Recommended Renewal 2016 -2017 Quote Symetra 3/29/2016	Recommended Renewal 2016 -2017 Quote Symetra	Recommended Renewal 2016 -2017 Quote Symetra	Renewal 2016 -2017 Quote HCC	Renewal 2016 -2017 Quote RMTS
STOP LOSS POLICY TERMS		**$50,000 Stop Loss**		**$50,000 Stop Loss**		**$50,000 Stop Loss**	**$50,000 Stop Loss**	**60000 Stop Loss**	**75000 Stop Loss**	**$50,000 Stop Loss**	**$50,000 Stop Loss**
Specific Lifetime Maximum		Unlimited		Unlimited		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Annual Reimbursement		Unlimited		Unlimited		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Deductible		$ 50,000	$	50,000		$ 50,000	$ 50,000	$ 60,000	$ 75,000	$ 50,000	$ 50,000
Specific Contract Basis		Paid		Paid		Paid	Paid	Paid	Paid	24/12	24/12
Specific Coverage		Medical		Medical		Medical	Medical	Medical	Medical	Medical	Medical
Specific Run-In Limits		N/A		N/A		N/A	N/A	N/A	N/A	N/A	N/A
Lasered Individuals		None		None		None	None	None	None	None	None
Aggregate Maximum		$ 1,000,000	$	1,000,000		$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Aggregate Coverage		Medical & RX Card		Medical & RX Card		Medical & RX Card	Medical & RX Card	Medical & RX Card	Medical & RX Card	Medical & RX Card	Medical & RX Card
Aggregate Contract Basis		Paid		Paid		Paid	Paid	Paid	Paid	Paid	Paid
Aggregate Run-In Limits		N/A		N/A		N/A	N/A	N/A	N/A	N/A	N/A
Corridor		25%		25%		25%	25%	25%	25%	25%	25%
STOP LOSS PREMIUM											
Specific Premium											
Employee Rate	89	$ 91.16	$	91.16	109	$ 102.79	$ 91.16	$ 91.79	$ 77.71	$92.35	$79.90
Employee + Spouse Rate											
Emplyee + Child(ren) Rate											
Employee + Spouse & Children Rate	120	$ 224.56	$	224.56	112	$ 253.46	$ 224.56	$ 226.13	$ 191.13	$ 249.16	$ 223.09
Projected Total Monthly Specific Premium	209	$ 35,060.44	$	35,060.44	221	$ 39,591.63	$ 35,087.16	$ 35,331.67	$ 29,876.95	$ 37,972.07	$ 33,695.18
Aggregate Premium (includes Medical Coverage in MX)	209	$ 4.48	$	4.51	221	$ 4.17	$ 3.10	$ 4.23	$ 4.24	$ 5.20	$ 4.10
Projected Monthly Aggregate Premium		$ 936.32	$	942.59		$ 921.57	$ 685.10	$ 934.83	$ 937.04	$ 1,149.20	$ 906.10
TOTAL PROJECTED PREMIUM											
Monthly		$ 35,996.76	$	36,003.03		$ 40,513.20	$ 35,772.26	$ 36,266.50	$ 30,813.99	$ 39,121.27	$ 34,601.28
Annual		$ 431,961.12	$	432,036.36		$ 486,158.40	$ 429,267.12	$ 435,198.00	$ 369,767.88	$ 469,455.24	$ 415,215.36
Percentage of increase over current				**0.02%**		**12.53%**	**-0.64%**	**0.73%**	**-14.41%**	**8.66%**	**-3.89%**
MAXIMUM CLAIM FUNDING FACTORS											
Employee	89	$ 436.73	$	429.45	109	$ 406.94	$ 406.94	$ 421.20	$ 437.78	$ 430.74	$ 398.81
Employee + Spouse											
Employee + Children											
Employee + Spouse + Child(ren)	120	$ 1,085.26	$	1,067.18	112	$ 1,011.25	$ 1,011.25	$ 1,046.67	$ 1,087.89	$ 1,115.55	$ 1,113.52
TOTAL PROJECTED MAXIMUM FUNDING											
Monthly		$ 169,100.17	$	166,282.65		$ 157,616.46	$ 157,616.46	$ 163,137.84	$ 169,561.70	$ 171,892.26	$ 168,184.53
Annual		$ 2,029,202.04	$	1,995,391.80		$ 1,891,397.52	$ 1,891,397.52	$ 1,957,654.08	$ 2,034,740.40	$ 2,062,707.12	$ 2,018,214.36
Percentage of increase over current				**-1.67%**		**-5.21%**	**-5.21%**	**-1.89%**	**1.97%**	**3.37%**	**1.14%**
PROJECTED ADMINISTRATION COSTS											
TPA Claims Administration Fee - Mayo Health	209	$ 18.00	$	18.00	221	$ 18.50	$ 18.50	$ 18.50	$ 18.50	$ 18.50	$ 18.50
Dental Claims Administration US Mayo Health	209	$ 2.90	$	2.90	221	$ 2.90	$ 2.90	$ 2.90	$ 2.90	$ 2.90	$ 2.90
Claims Utilization - Mayo Health	209	$ 3.00	$	3.00	221	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25	$ 3.25
PPO Medical Access Fee - BCBS	168	$ 15.00	$	15.00	180	$ 15.50	$ 15.50	$ 15.50	$ 15.50	$ 15.50	$ 15.50
Mexico Siarmed/SSA Medical and Dental Claims Admin.	209	$ 4.41	$	4.41	209	$ 4.25	$ 4.25	$ 4.25	$ 4.25	$ 4.25	$ 4.25
Cobra Services Admin. Fee and Initail Notices - Optum	209	$ 0.79	$	0.79	209	$ 0.79	$ 0.79	$ 0.79	$ 0.79	$ 0.79	$ 0.79
Total Monthly Administration		$ 8,601.90	$	8,601.90		$ 9,291.01	$ 9,291.01	$ 9,291.01	$ 9,291.01	$ 9,291.01	$ 9,291.01
Total Annual Administration		$ 103,222.80	$	103,222.80		$ 111,492.12	$ 111,492.12	$ 111,492.12	$ 111,492.12	$ 111,492.12	$ 111,492.12
Patient Centered Research Inst. (Est.)	519	$1,979.52		$1,117.55	515	$1,117.55	$1,117.55	$1,117.55	$1,117.55	$1,117.55	$1,117.55
Reinsurance Assessment fee (Est.)	519	$ 18,434.88	$	18,434.88	515	$ 13,905.00	$ 13,905.00	$ 13,905.00	$ 13,905.00	$ 13,905.00	$ 13,905.00
Total Annual ACA fees		$ 20,414.40	$	19,552.43	515	$ 15,022.55	$ 15,022.55	$ 15,022.55	$ 15,022.55	$ 15,022.55	$ 15,022.55
Month Administration & ACA Fees		$ 10,303.10	$	10,231.27		$ 10,542.89	$ 10,542.89	$ 10,542.89	$ 10,542.89	$ 10,542.89	$ 10,542.89
Total Annual Administration Fees With Reinsurance & PPCORI		$ 123,637.20	$	122,775.23		$ 126,514.67	$ 126,514.67	$ 126,514.67	$ 126,514.67	$ 126,514.67	$ 126,514.67
Percentage of Increase Over Current				**-0.7%**		**3.05%**	**3.05%**	**3.05%**	**3.05%**	**3.05%**	**3.05%**
TOTAL PROJECTED PREMIUM, CLAIMS FUNDING & ADMINISTRATION COSTS											
Monthly		$ 215,400.03	$	212,516.95		$ 324,644.33	$ 319,903.39	$ 325,919.01	$ 326,890.36	$ 337,528.20	$ 329,300.48
Annual		$ 2,584,800.36	$	2,586,206.42		$ 2,504,070.59	$ 2,447,179.31	$ 2,519,366.75	$ 2,531,022.95	$ 2,658,677.03	$ 2,559,944.39
Percentage of Increase Over Current				**0.05%**		**-3.18%**	**-5.38%**	**-2.58%**	**-2.13%**	**2.80%**	**-1.02%**

- Rates for the Stop Loss and Aggregate are not final until 3/31/2015 BCBS Rate under 2 yr agreement - in 2nd year increase if $15.50
- Change in Mexico network 4/1/2016 - Medical charge $3.00 and $1.25 per employee
- Employee Count is as of 2/1/2016. Renewal Includes 4 Cobra Participants.
- *Reinsurance Fees 2014 $63, 2015 $44, 2016 $27: PCCOR fees for 2014 and 2015 $2.08, for 2016 $2.17

Rates and benefits are illustrative only and represent only a brief summary of the plan highlights. Final rates will be determined from effective date, actual enrollment and/or health conditions. For actual benefits refer to the carrier proposal.

US/Mexico Medical Plan

Renewal July 1, 2016

Medical		BCBS/Mayo US/Mexico Plan Present Plan		BCBS/Mayo US/Mexico Plan Renewal Plan	
Out of Pocket Maximums		**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual (In/Out)		$4,500	$18,000	$4,500	$18,000
Family (In/Out)		$9,000	$36,000	$9,000	$36,000
Deductible					
Individual (In/Out)		$750	$1,500	$750	$1,500
Family (In/Out)		$1,500	$3,000	$1,500	$3,000
Coinsurance		80%	60%	80%	60%
Office Visit/Specialist		$15 Copay	60%	$15 Copay	60%
Diagnostic Labs					
Contracted Facilities		$15 Copay	60%	$15 Copay	60%
Radiology (MRI, MRA, CT, PET)		80%	60%	80%	60%
Preventative - Lab & Radiology		100%	80%	100%	80%
Prescriptions		$5/$35/$55	Not Covered	$5/$35/$55	Not Covered
Mail Order Pharmacy (90 Days)		$15/$75/$135	Not Covered	$15/$75/$135	Not Covered
Emergency Room		80%	80%	80%	80%
Urgent Care		$30 Copay	60%	$30 Copay	60%
Hospital		80%	60%	80%	60%
Out Patient Surgery		80%	60%	80%	60%
Ambulance		80%	80%	80%	80%
Behavioral/Mental Health Services					
Inpatient		80%	60%	80%	60%
Outpatient		$15 Copay	60%	$15 Copay	60%
Rate Guarantee Period		12 Months		12 Months	
Annual Maximums		Unlimited		Unlimited	
Network		BCBS		BCBS	
Rates:		**Four Tier**		**Four Tier**	
Employee	108	$541.73		$577.48	
Employee + Spouse	10	$1,124.18		$1,198.38	
Employee+ Child	43	$1,124.18		$1,198.38	
Family	17	$1,719.69		$1,833.19	
Monthly Premium	**178**	**$147,323.11**		**$157,046.21**	
Annual Premium		**$1,767,877.32**		**$1,884,554.52**	
Percentage Change				**6.60%**	

- Failure to obtain precertification for inpatient hospital, outpatient surgery, non-emergency hospital admissions, and skilled nursing facilities shall result in a reduction of the plan's coinsurance to 50% for such covered expenses.
- Insured is responsible for balance bill on out-of-network services

Rates and benefits are illustrative only and represent only a brief summary of the plan highlights. Final rates will be determined from effective date, actual enrollment and/or health conditions.

Mexico Medical Plan

Renewal July 1, 2016

Medical		BCBS/Mayo Mexico Only Plan Present Plan		BCBS/Mayo Mexico Only Plan Renewal Plan	
Out of Pocket Maximums		In Network	Out of Network US Only	In Network	Out of Network US Only
Individual (In/Out)		$6,260	$18,000	$6,260	$18,000
Family (In/Out)		$12,500	$36,000	$12,500	$36,000
Deductible					
Individual (In/Out)		$0	$0	$0	$0
Family (In/Out)		$0	$0	$0	$0
Coinsurance		100%	50%	100%	50%
Office Visit/Specialist		$10 Copay	50%	$10 Copay	50%
Diagnostic Labs					
Contracted Facilities		$10 Copay	50%	$10 Copay	50%
Radiology (MRI, MRA, CT, PET)		$35 Copay	50%	$35 Copay	50%
Preventative - Lab & Radiology		100%	50%	100%	50%
Prescriptions		$5/$10 Copay	50%	$5/$10 Copay	50%
Mail Order Pharmacy (90 Days)		N/A	N/A	N/A	N/A
Emergency Room		$250 Copay	$250 Copay	$250 Copay	$250 Copay
Urgent Care		$35 Copay	50%	$35 Copay	50%
Hospital		$250 Copay	50%	$250 Copay	50%
Out Patient Surgery		$50 Copay	50%	$50 Copay	50%
Ambulance		N/A	50%	N/A	50%
Behavioral/Mental Health Services					
Inpatient		Not available	50%	Not available	50%
Outpatient		$10 Copay	50%	$10 Copay	50%
Rate Guarantee Period		12 Months		12 Months	
Annual Maximums		Unlimited		Unlimited	
Network		Siarmed		Siarmed	
Rates:		**Four Tier**		**Four Tier**	
Employee	2	$197.40		$210.43	
Employee + Spouse	1	$409.61		$436.64	
Employee+ Child	10	$409.61		$436.64	
Family	30	$598.12		$637.60	
Monthly Premium	**43**	**$22,844.11**		**$24,351.90**	
Annual Premium		**$274,129.32**		**$292,222.80**	
Percentage Change				**6.60%**	

- Insured is responsible for balance bill on out-of-network services
- Out of Network in Mexico available with Stop Loss carrier approval
- **Out of Network will be available in Mexico with approval from the Stop Loss Carrier for Emergency Only**

Rates and benefits are illustrative only and represent only a brief summary of the plan highlights. Final rates will be determined from effective date, actual enrollment and/or health conditions.

US Mexico and Mexico only Plans

Renewal July 1, 2016

Dental Benefits		US/MX Coverage Present	US/MX Coverage Renewal		Siarmed Mexico Coverage Current	Siarmed Mexico Coverage Renewal
					No out of Network Benefits	No out of Network Benefits
DEDUCTIBLE						
Individual		$25.00	$25.00		$0	$0
Family		$50	$50		$0	$0
MAXIMUM ANNUAL BENEFIT		$2,000	$2,000		$1,000	$1,000
Orthodontics - Lifetime Max		$2,000	$2,000		$1,000	$1,000
Orthodontics - Children 19 and under per person		50%	50%		50%	50%
COINSURANCE						
Preventive Service		100%	100%		$10 Copay	$10 Copay
Basic Services		80%	80%		$35 Copay	$35 Copay
Major Services		50%	50%		$50 Copay	$50 Copay
Orthodontics		50%	50%		50%	50%
Rate Guarantee		12 Months	12 Months		12 Months	12 Months
RATES:		**Four Tier**	**Four Tier**		**Four Tier**	**Four Tier**
Employee	100	$32.61	$34.76	2	$14.55	$15.51
Employee&Spouse	6	$65.22	$69.52	4	$29.10	$31.02
Employee & Children	22	$65.22	$69.52	15	$29.10	$31.02
Family	27	$81.81	$86.78	43	$38.80	$41.36
Total Monthly Premium	**155**	**$7,296.03**	**$7,765.62**	**64**	**$2,250.40**	**$2,398.88**
Annual Premium		**$87,552.36**	**$93,187.44**		**$27,004.80**	**$28,786.56**
Annual Difference			**6.44%**			**6.19%**

- Lifetime Maximum - Dependents must be covered under plan for 12 consecutive months before orthodontia is available
- US Dental Coverage allows for coverage in Mexico
- **There is no Out of Network coverage on the Mexico Only Plan**
- Deductible applies for Basic, Major and Ortho services in the US

Rates and benefits are illustrative only and represent only a brief summary of the plan highlights. Final rates will be determined from effective date, actual enrollment and/or health conditions.

City of San Luis

Transwestern—Voluntary Benefit

Renewal July 1, 2016

Transwestern Mexico Medical & Life			
Product Description		**Current**	**Renewal**
Life & AD&D		$4.70	$4.70
Dependent Life		$0.60	$0.60
Admin Fee		$17.80	$20.00
Broker Fee		$5.00	$5.00
Mexico Panel		$1.00	$1.00
Hospital Santa Margarita		$53.00	$70.00
Total Fixed Costs	3	$82.10	$101.30
Total Monthly Premium	3	$246.30	$303.90
Annual Premium		$738.90	$911.70
Annual Difference			$172.80
Percentage Increase			18.95%
Cobra Rates		$226.95	$228.80

Contribution Comparison 2015-2016 & 2016-2017

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2015-2016 Total Premium	2015-2016 ER Contribution	2015-2016 EE Contribution	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,042,006.64	$ 1,708,209.90	$ 333,796.74	$ 2,176,777.32	$ 1,820,949.09	$ 355,828.23	$ 112,739.19	6.60%
Dental (US & Mex)	$ 114,557.16	$ 68,851.88	$ 45,705.28	$ 121,974.00	$ 73,338.71	$ 48,635.29	$ 4,486.83	6.52%
Vision	$ 42,069.72	$ 19,584.72	$ 22,485.00	$ 42,069.72	$ 19,584.72	$ 22,485.00	$ -	0.00%
Short Term Disability	$47,490.36	$ 47,490.36	$ -	$51,379.44	$ 51,379.44	$ -	$ 3,889.08	8.19%
Long Term Disability	$6,429.60	$ 6,429.60	$ -	$6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$16,885.68	$ 16,885.68	$ -	$18,242.28	$ 18,242.28	$ -	$ 1,356.60	8.03%
Transwestern	$ 2,955.60	$ -	$ 2,955.60	$ 3,646.80	$ -	$ 3,646.80		0.00%
Total Budget Requirements	$ 2,272,394.76	$ 1,867,452.14	$ 404,942.62	$ 2,420,519.16	$ 1,989,923.84	$ 430,595.32	$ 122,471.70	6.56%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$134,770.68	6.60%
Dental Premium	$7,416.84	6.47%

Summary

Medical	Increase in Total Premium	$134,770.68
	Employer Portion	$112,739.19
	Employee Portion	$22,031.49
Dental	Increase in Total Premium	$7,416.84
	Employer Portion	$4,486.83
	Employee Portion	$2,930.01
Total Changes:	All Benefits	**$148,124.40**
	ER	**$122,471.70**
	EE	**$25,652.70**

Changes to Short Term Disability and Basic Life is due to demographic changes.

Employer & Employee Contribution Calculations - Renewal Plan

2016-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 62,367.84	$ 62,367.84	$ -	$ 34.76	$ 3,476.00	$ 3,476.00	$ -	$ 10.18	$ 1,119.80	$ 1,119.80	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 51,530.34	$ 38,647.76	$ 12,882.59	$ 69.52	$ 1,529.44	$ 598.35	$ 931.09				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 31,164.23	$ 23,373.17	$ 7,791.06	$ 86.78	$ 2,343.06	$ 916.65	$ 1,426.41	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 420.86	$ 420.86	$ -	$ 15.51	$ 31.02	$ 31.02	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 436.64	$ 327.48	$ 109.16	$ 31.02	$ 124.08	$ 48.54	$ 75.54				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 4,366.40	$ 3,274.80	$ 1,091.60	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 19,128.00	$ 14,346.00	$ 4,782.00	$ 41.36	$ 1,778.48	$ 695.78	$ 1,082.70				
	Monthly Premium Totals		**$ 181,398.11**	**$ 151,745.76**	**$ 29,652.35**		**$ 10,164.50**	**$ 6,111.56**	**$ 4,052.94**		**$ 3,505.81**	**$ 1,632.06**	**$ 1,873.75**
	Annual Premium Totals		**$ 2,176,777.32**	**$ 1,820,949.09**	**$ 355,828.23**		**$ 121,974.00**	**$ 73,338.71**	**$ 48,635.29**		**$ 42,069.72**	**$ 19,584.72**	**$ 22,485.00**

Combined Monthly Total	**$195,068.42**
Employer Contribution Monthly	**$159,489.38**
Annual Total	**$2,340,821.04**
	Changes from Current:
	Dollar Change
	Percent Change

Enrollment Counts	**Medical**	**Dental**			**Vision**
US-Single	108	100			110
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	43	22			
US-Family	17	27			109
MX-Single	2	2			
MX-Employee + Spouse	1	4			
MX-Employee + Child(ren)	10	15			
MX-Family	30	43			
	221	**219**			**219**

2016-2017 Contribution Assumptions				
MEDICAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL				
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Short Term Disability	$51,379.44
Long Term Disability	$6,429.60
Basic Life Insurance	$18,242.28

Current Premium Rates 07-01-2015 to 6-30-2016

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 541.73	$ 58,506.84	$ 58,506.84	$ -	$ 32.61	$ 3,261.00	$ 3,261.00	$ -	$ 10.18	$ 1,119.80	$ 1,119.80	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,124.18	$ 11,241.80	$ 8,431.35	$ 2,810.45	$ 65.22	$ 391.32	$ 153.09	$ 238.23				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,124.18	$ 48,339.74	$ 36,254.81	$ 12,084.94	$ 65.22	$ 1,434.84	$ 561.34	$ 873.50				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,719.69	$ 29,234.73	$ 21,926.05	$ 7,308.68	$ 81.81	$ 2,208.87	$ 864.15	$ 1,344.72	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 197.40	$ 394.80	$ 394.80	$ -	$ 14.55	$ 29.10	$ 29.10	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 409.61	$ 409.61	$ 307.21	$ 102.40	$ 29.10	$ 116.40	$ 45.54	$ 70.86				
Medical, Dental & Vision	Mexico-Employee & Children	$ 409.61	$ 4,096.10	$ 3,072.08	$ 1,024.03	$ 29.10	$ 436.50	$ 170.76	$ 265.74				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 598.12	$ 17,943.60	$ 13,457.70	$ 4,485.90	$ 38.80	$ 1,668.40	$ 652.68	$ 1,015.72				
	Monthly Premium Totals		**$ 170,167.22**	**$ 142,350.83**	**$ 27,816.40**		**$ 9,546.43**	**$ 5,737.66**	**$ 3,808.77**		**$ 3,505.81**	**$ 1,632.06**	**$ 1,873.75**
	Annual Premium Totals		**$ 2,042,006.64**	**$ 1,708,209.90**	**$ 333,796.74**		**$ 114,557.16**	**$ 68,851.88**	**$ 45,705.28**		**$ 42,069.72**	**$ 19,584.72**	**$ 22,485.00**

Combined Monthly Total	**$183,219.46**
Employer Contribution Monthly	**$149,720.54**
Annual Total	**$2,198,633.52**
	Changes from Current:
	Dollar Change
	Percent Change

Enrollment Counts	Medical	Dental			Vision
US-Single	108	100			110
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	43	22			
US-Family	17	27			109
MX-Single	2	2			
MX-Employee + Spouse	1	4			
MX-Employee + Child(ren)	10	15			
MX-Family	30	43			
	221	**219**			**219**

Short Term Disability	$51,379.44
Long Term Disability	$6,429.60
Basic Life Insurance	$18,242.28

2015-2016 Contribution Assumptions				
MEDICAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

2016 to 2017 Rates and Employee Contribution					
Benefit Type	**Coverage**	**Premium**	**Employer Cost**	**Employee Cost**	
Which Benefit	**Who's Covered**	**Monthly**	**Monthly**	**Monthly**	**Per Pay Check (24)**
Medical– US & Mexico (Mayo/ BCBS)	Employee Only	$577.48	$577.48	$0.00	$0.00
	Employee & Spouse	$1,198.38	$898.79	$299.60	$149.80
	Employee & Child(ren)	$1,198.38	$898.79	$299.60	$149.80
	Family	$1,833.19	$1,374.89	$458.30	$229.15
Medical– Mexico Only	Employee Only	$210.43	$210.43	$0.00	$0.00
	Employee & Spouse	$436.64	$327.48	$109.16	$54.58
	Employee & Child(ren)	$436.64	$327.48	$109.16	$54.58
	Family	$637.60	$478.20	$159.40	$79.70
Dental– US & Mexico	Employee Only	$34.76	$34.76	$0.00	$0.00
	Employee & Spouse	$69.52	$27.20	$42.32	$21.16
	Employee & Child(ren)	$69.52	$27.20	$42.32	$21.16
	Family	$86.78	$33.95	$52.83	$26.41
Dental – Mexico Only (Siarmed)	Employee Only	$15.51	$15.51	$0.00	$0.00
	Employee & Spouse	$31.02	$12.14	$18.88	$9.44
	Employee & Child(ren)	$31.02	$12.14	$18.88	$9.44
	Family	$41.36	$16.18	$25.18	$12.59
VSP-Vision Service Plan	Employee Only	$10.18	$10.18	$0.00	$0.00
	Family	$21.89	$10.19	$11.70	$5.85
Standard Basic Life & AD&D Insurance	1x Salary up to $50,000	$ 0.19 per $1,000 of annual salary	$ 0.19 per $1,000 of annual salary	$0.00	$0.00
Standard Short-term Disability	All Employees	$ 0.39 per $10 of annual salary	$ 0.39 per $10 of annual salary	$0.00	$0.00
Standard Long-term Disability	Public Safety Employees	$0.25 per $100 of monthly salary	$0.25 per $100 of monthly salary	$0.00	$0.00
Transwestern Voluntary MX Medical Insurance	Family	$101.30	$0.00	$101.30	$50.65
Employee Assistance Program	Public Safety Employees	Included with Standard Benefits	$0.00	$0.00	$0.00

City of San Luis

2015 Employee Contribution Rate Sheet

Benefit Type	Coverage	Premium	Employer Cost	Employee Cost	
Which Benefit	Who's Covered	Monthly	Monthly	Monthly	Per Pay Check (24)
Medical– US & Mexico (Mayo/ BCBS)	Employee Only	$541.73	$541.73	$0.00	$0.00
	Employee & Spouse	$1,124.18	$843.14	$281.05	$140.52
	Employee & Child(ren)	$1,124.18	$843.14	$281.05	$140.52
	Family	$1,719.69	$1,289.77	$429.92	$214.96
Medical– Mexico Only (Siarmed)	Employee Only	$197.40	$197.40	$0.00	$0.00
	Employee & Spouse	$409.61	$307.21	$102.40	$51.20
	Employee & Child(ren)	$409.61	$307.21	$102.40	$51.20
	Family	$598.12	$448.59	$149.53	$74.77
Dental– US & Mexico	Employee Only	$32.61	$32.61	$0.00	$0.00
	Employee & Spouse	$65.22	$25.52	$39.70	$19.85
	Employee & Child(ren)	$65.22	$25.52	$39.70	$19.85
	Family	$81.41	$31.85	$49.56	$24.78
Dental – Mexico Only (Siarmed)	Employee Only	$14.55	$14.55	$0.00	$0.00
	Employee & Spouse	$29.10	$11.38	$17.72	$8.86
	Employee & Child(ren)	$29.10	$11.38	$17.72	$8.86
	Family	$38.80	$15.18	$23.62	$11.81
VSP-Vision Service Plan	Employee Only	$10.18	$10.18	$0.00	$0.00
	Family	$21.89	$10.19	$11.70	$5.85
Standard Basic Life & AD&D Insurance	1x Salary up to $50,000	$ 0.19 per $1,000 of annual salary	$ 0.19 per $1,000 of annual salary	$0.00	$0.00
Standard Short-term Disability	All Employees	$ 0.39 per $10 of annual salary	$ 0.39 per $10 of annual salary	$0.00	$0.00
Standard Long-term Disability	Public Safety Employees	$0.25 per $100 of monthly salary	$0.25 per $100 of monthly salary	$0.00	$0.00
Transwestern Voluntary MX Medical Insurance	Family	$99.80	$0.00	$99.80	$49.90
Employee Assistance Program	All Employees	Included with Standard Benefits	$0.00	$0.00	$0.00

MINUTES
Budget Retreat
City of San Luis
Talking Stick Resort
9800 E. Indian Bend Rd.
Scottsdale, AZ 85256
April 15, 2016 starting at 5:00 p.m.
April 16, 2016 starting at 8:00 a.m.

APPROVED by Council
Date: 6.8.2016
Clerks Office: SC

THE PUBLIC MAY ATTEND AND LISTEN TO THE PROCEEDINGS EITHER AT TALKING STICK RESORT LOCATED AT 9800 E. INDIAN BEND RD., SCOTTSDALE, AZ 85256

1. CALL TO ORDER: Mayor Gerardo Sanchez called the Budget Retreat to order on April 15, 2016 at approximately 5:48 p.m.

PRESENT:
Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Gloria Torres
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Ruben Walshe (arrived at approximately 7:37 p.m.)

OTHERS PRESENT:
Tadeo De La Hoya, Interim City Manager
Ralph Velez, City Consultant
Sonia Cornelio, City Clerk
Aracely De La Hoya, Senior Services Director
Carlos Cortes, Assistant Finance Director
Craig Higgins, Chief of Police
Derek Dueñas, Acting I.T. Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Joselyn Medina, PIO/ Assistant to Council
John Starkey, Zoning Administrator/ Building and Safety Director
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Manuel Rojas, Assistant Public Works Director
Marc Holyfield, Assistant Fire Chief
Maria Sabori, Human Resources Senior Analyst
Olivia Jenkins, Utilities Director
Roula Encinas, Accountant
Victor Figueroa, Lieutenant
Yolanda Dueñas, Fleet/Facilities Director

Mayor G. Sanchez thanked everyone for attending.

2. DISCUSSION ITEMS, NO ACTION WILL BE TAKEN

2. A. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2016-2017 Budget. (April 15, 2016 from 5:00 p.m. to 7:00 p.m.)

POLICE DEPARTMENT

Mr. Craig Higgins, Chief of Police, explained the services provided, department's organization, accomplishments, goals and objectives of the Police Department.

Mr. Victor Figueroa, Lieutenant, explained the department's 2016-2017 budget requests through a Power Point presentation. Comments, questions, and answers occurred amongst Elected Officials and Staff. (COPY OF THE POWERPOINT PRESENTATION WAS NOT PROVIDED TO THE CITY CLERK'S OFFICE)

FIRE DEPARTMENT

Mr. Hank Green, Fire Chief, presented a Power Point presentation to explain the Department's General Fund and Ambulance Services Enterprise Funds for Fiscal Year 2016-2017. (COPY OF THE POWERPOINT PRESENTATION WAS NOT PROVIDED TO THE CITY CLERK'S OFFICE)

Discussion between Mayor, Council, Interim City Manager, and Mr. Green occurred.

Mayor Gerardo Sanchez commented that he understands the importance of Public Safety, adding that it is getting expensive to provide the services presented.

MOTION: Vice-Mayor Matias Rosales/ Council Member Mario Buchanan Jr. to recess the Budget Retreat at approximately 7:44 p.m. Motion passed unanimously.

BUDGET RETREAT APRIL 16, 2016

ROLL CALL: Mayor Gerardo Sanchez called the Budget Retreat to order and reconvened on April 16, 2016 at 8:20 a.m.

PRESENT:
Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Gloria Torres
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Ruben Walshe

OTHERS PRESENT: Tadeo De La Hoya, Interim City Manager

Ralph Velez, City Consultant
Sonia Cornelio, City Clerk
Andrea Ruiz, Court Administrator (arrived at approximately 12:20 p.m.)
Aracely De La Hoya, Senior Services Director
Carlos Cortes, Assistant Finance Director
Craig Higgins, Chief of Police
Derek Dueñas, Acting I.T. Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jennifer Cisneros, Acting Parks and Recreation Director
Jenny Torres, Community Development Director
Jose de la Vara, City Prosecutor
Joselyn Medina, PIO/ Assistant to Council
John Starkey, Zoning Administrator/ Building and Safety Director
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Manuel Rojas, Assistant Public Works Director
Marc Holyfield, Assistant Fire Chief
Maria Elena Cruz, Presiding Judge (arrived at approximately 12:20 p.m.)
Maria Sabori, Human Resources Senior Analyst
Olivia Jenkins, Utilities Director
Roula Encinas, Accountant
Victor Figueroa, Lieutenant
Yolanda Dueñas, Fleet/Facilities Director

2. B. Discussion on any and all matters regarding the proposed changes to the City of San Luis benefits plan for Fiscal Year 2016-2017 presented by Ms. Susan Posada, City of San Luis Benefits Consultant. (April 16, 2016 from 8:00 a.m. to 8:30 a.m.)

Ms. Susan Posada, City of San Luis Benefits Consultant, provided a Power Point presentation to Mayor, Council, and City Staff and explained the proposed changes to the plan costs, including Mayo Fees, SSA Mexico Network, Siarmed, Broker fees, BCBS network fees, and ACA fees. A copy of the Power Point presentation can be found in the City of San Luis Clerk's Office.

Mayor Gerardo Sanchez commented that the proposed changes will not have a big impact

2. C. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2016-2017 Budget. (April 16, 2016 from 8:30 a.m. to 5:00 p.m.)

FINANCE DEPARTMENT

Ms. Ketie St. Louis, Finance Director, presented a Power Point presentation that explained the Budget Process, Recommended Annual Budget for Fiscal Year 2017, Doing More With Less, Current Conditions and Recommended Strategies, Current Conditions, Recommended Strategies, City Wide Revenue Fiscal Year 2017 Revenues by Fund Type, Economic Recovery, Revenues Comparison, Summary of Expenses by Category, General Fund Revenues, City Sales Tax Revenue History, Major Categories of Comparison, General Fund Revenues Fiscal Year 2017, Personnel Vacancies, Temporary Personnel, City Operations Key Expense Variables, Needs for New Revenues Sources, and Next Steps. A copy of the Power Point presentation is filed with the complete Agenda Packet at the Office of the City Clerk.

Discussion between Mayor, Council, and San Luis Finance Department occurred.

Mayor Gerardo Sanchez stated that the City has been very conservative and the City is back to where it was. Mayor Gerardo Sanchez added that there are twenty (20) more employees and the City needs to continue the trend.

Department Heads, Supervisors and/or staff gave a summary of accomplishments that happened in the past year within their department. Mayor and Council also provided comments and expectations.

A recess break was given at approximately 10:15 a.m.
The Budget Retreat reconvened at approximately 10:25 a.m.

PARKS AND RECREATION DEPARTMENT

Ms. Jennifer Cisneros, Acting Parks and Recreation Director, explained some of their accomplishments, objectives, and requests.

FACILITIES/FLEET DEPARTMENTS

Ms. Yolanda Dueñas, Facilities/Fleet Manager, explained the department's requests for Fleet Services and Facilities.

PUBLIC WORKS DEPARTMENT

Mr. Eulogio Vera, Public Works Director, and Mr. Manuel Rojas, Assistant Public Works Director, went over Water Division, Wastewater Division, Highway User Division, and Solid Waste Division request through a Power Point presentation. (COPY OF THE POWERPOINT PRESENTATION WAS NOT PROVIDED TO THE CITY CLERK'S OFFICE)

CITY PROSECUTOR

Mr. Jose de la Vara, City Prosecutor, provided a Power Point presentation and went over the department's accomplishments. (COPY OF THE POWERPOINT PRESENTATION WAS NOT PROVIDED TO THE CITY CLERK'S OFFICE)

A lunch break was given at approximately 12:48 p.m.
The Budget Retreat reconvened at approximately 1:50 p.m.

MUNICIPAL COURT

Ms. Maria Elena Cruz, Presiding Judge, provided an overview of her relationship in the capacity of Judge with the San Luis Municipal Court.

Ms. Andrea Ruiz, Court Administrator, presented a Power Point Presentation on their accomplishments, Fiscal Year 2016-2017 objectives, and requests.

INFORMATION TECHNOLOGY

Mr. Derek Dueñas, Acting I.T. Manager, explained his budget requests and capital projects.

DEVELOPMENT SERVICES/BUILDING SAFETY DEPARTMENT

Mr. John Starkey, Zoning Administrator/ Building and Safety Director, explained the department's objectives and request.

FINANCE/ RISK MANAGEMENT DEPARTMENT

Ms. Ketie St. Louis, Finance Director, explained that there are no major changes in the budgets for Finance and Risk Management.

CITY CLERK

Ms. Sonia Cornelio, City Clerk, explained her requests for Fiscal Year 2016-2017.

CITY ATTORNEY

Ms. Kay Macuil, City Attorney, explained her budget requests for her department.

COMMUNITY DEVELOPMENT

Ms. Jenny Torres, Community Development Director, provided a Power Point presentation and explained her projects for Fiscal Year 2016-2017. (COPY OF THE

POWERPOINT PRESENTATION WAS NOT PROVIDED TO THE CITY CLERK'S OFFICE)

UTILITIES DEPARTMENT

Ms. Olivia Jenkins, Utilities Director, explained her budget requests for her department.

A recess break was given at approximately 3:30 p.m.
The Budget Retreat reconvened at approximately 3:53 p.m.

SENIOR SERVICES DEPARTMENT

Ms. Aracely De La Hoya, Senior Services Director, explained that she does not have any major changes to her budget requests.

HUMAN RESOURCS DEPARTMENT

Ms. Maria Sabori, Human Resources Senior Analyst, discussed her request for Fiscal Year 2016-2017.

Comments, questions, and answers occurred amongst Elected Officials and Staff.

Mayor Gerardo Sanchez discussed the Salary Survey and stated that one of the things that has always been an issue was the lack of salary increases for City employees. Mayor Gerardo Sanchez continued to explain that when it comes to the standardization, staff should not be the one deciding them; resulting in the City of San Luis hiring an agency to do the re-classifications. He added that there are several complaints about employees losing money because of the re-classification. Mayor Gerardo Sanchez asked Ms. Maria Sabori if any employees lost money with the re-classifications.

Ms. Maria Sabori, Human Resources Senior Analyst, replied that that employees would not be losing or lost any money due to re-classifications. In addition, employees who were over the scale or years of service would keep their salary at the same amount. Ms. Sabori added that no salaries have been reduced.

Mayor Gerardo Sanchez asked if any of the re-classifications were a demotion.

Ms. Sabori replied that here is one (1) or two (2) demotions but are handled as re-classifications and are based on what was completed on their P+Q. As it was what the employee completed to be submitted to the company, the City wants to avoid picking and choosing and wants to remain neutral.

Mayor Gerardo Sanchez asked how many re-classifications were in total.

Ms. Sabori replied that there were approximately sixty (60) re-classifications for a change in the wording of the person's title.

Mayor Gerardo Sanchez commented that there were several employees that thought they were being demoted because of the title change. He added that it concerns him that the City is trying to find ways to increase salaries and to be fair to everyone. As the City of San Luis has never classified employees properly and has created positions that do not exist, there are no standards. The company hired found positions that existed and placed those employees who were re-classified in them. Mayor Gerardo Sanchez added that it was not fair for employees to compare their salaries without looking at the criteria of education, responsibilities and different criteria the City looks at. Mayor Gerardo Sanchez added that he wants to pay his employees more.

Council Member Mario Buchanan Jr. asked who was recommending the changes.

Mayor Gerardo Sanchez replied that there were no changes and added that the City is looking into ways of giving employees raises.

Mr. Ralph Velez, City Consultant, commented that based on Ms. Ketie St. Louis, Finance Director, numbers, the City of San Luis payroll runs $47,000.00 a day on salary and benefits.

Mayor Gerardo Sanchez commented that residents and people not working for the City of San Luis think their employees are getting paid too much but when looking at different cities, the City of San Luis is getting paid less. Mayor Gerardo Sanchez added that the City is not investing in things that are making money. He added that the City must be proactive and take one (1) step at a time. In addition, Mayor Gerardo Sanchez stated that the City must work and deal with the problems and correct the issues from the past. Mayor Gerardo Sanchez asked staff and Council Members what could be done to make it better for the employees and can the City of San Luis afford to it.

Mr. John Starkey, Zoning Administrator/ Building and Safety Director, stated that his five (5) employees and himself were okay with the salary study.

Mr. Craig Higgins, Chief of Police, concurred with Mr. Starkey's statement.

Ms. Sonia Cornelio, City Clerk, stated that she was in agreement with Mr. Starkey and Chief Higgins. Ms. Cornelio added that her department is all for it and understands that Council has a hard decision to make in regards to the proposed salary changes. She added that it is impossible to make everyone happy.

Mr. Marc Holyfield, Assistant Fire Chief, stated that he has been through different Salary Surveys that have affected employees and something can be done.

Ms. Maria Sabori, Human Resources Senior Analyst, stated that there has been several employees who have approached Human Resources about the status and since it did not go through their morale has gone down as they were hoping for it to go through.

Council Member Gloria Torres commented that when Council Members were approached about the Salary Survey because some of the employees were under paid Council was glad to do it as they wanted employees to have the correct pay. When the Salary Study was made several employees were unsatisfied. She asked why those employees were re-classified when they were comfortable with the position they already hold. Council Member Gloria Torres commented that she had gone to each department and talked to employees and several were not happy. She asked why the re-classification was done when employees are not satisfied.

Mayor Gerardo Sanchez asked how much was spent on the survey.

Ms. Sabori replied approximately $15,000.00 to $20,000.00.

Mayor Gerardo Sanchez commented that another solution would be to hire another agency and spend $15,000.00 to $20,000.00 to perform another Salary Survey. Mayor Gerardo Sanchez added that when the agency asks employees to fill out the survey they must do it correctly and take it seriously.

Ms. Kay Macuil, City Attorney, commented that employees filled out the forms and when the results came back there was no input from employees, apart from the one (1) on one (1) meetings with Human Resources, and went straight to Council.

Mayor Gerardo Sanchez stated that for a fact, some were being told the survey results and kept saying no, no, no. The moment someone is re-classified it is a demotion in their mindset.

Mr. Eulogio Vera, Public Works Director, stated that the majority of the employees did benefit from the Salary Survey. Mr. Vera added that there are a couple that were impacted in a way that they believe that if they were to filled out the application correctly, due to staffing they would get impacted negatively.

Mr. Hank Green, Fire Chief, commented that the 2006 Salary Survey was done by the same company and their recommendation was not to assign pay when it came to paramedics and in the 2016 survey reflected on assigned pay. While he does agree with assigned pay, as it makes things less complicated in recruitment and promotions. Mr. Green wants to know how the company said one (1) thing and ten (10) years later said something else.

Mr. Ralph Velez, City Consultant, replied that while that did happen the numbers were not the same. While they are making the same recommendations one was never implemented.

Mr. Green continued to say that the City of San Luis cannot deal with bruised egos when it comes to the name change. He added that his personnel and he when looking at the document there are some things that raised questions. One of them being not finding "firefighter" in the 95% of the 2016 Salary Survey.

Ms. Sabori commented that the word "firefighter" was located on grid sixty (60).

Mr. Velez commented that serval moving parts to the Salary Survey. Mr. Velez added that because of the employee confidential part, they had to do one on one meetings with the employees and employees had to acknowledge a form that stated that employees were not allowed to talk about the survey in a public meeting and that their titles were going to be discussed. He clarified that it was just a public notice for the individual. He also stated that if there was a title change, that was not explained properly it was on them and salaries cannot be reduced as it is illegal.

Ms. Sabori read the email she received in regards to Directors and Managers. She stated that was their reasoning to changing some Department Directors to Managers.

Ms. Olivia Jenkins, Utilities Director, stated that the problem she sees is that there is no motivation to push forward as they were the same pay as different departments that have different levels of accountability. She commented that it is not the money or the title that affects her, it is just the accountability of her work. Ms. Jenkins added that that when the company did the Salary Surveys ten (10) years ago, representatives from the company were there to go over the PFQs. While there were meetings, they were not very clear, she believes representatives should have been in the meetings to answer questions as Mr. De La Hoya or Ms. Sabori could not answered. Ms. Jenkins added that the company may have the experience but believes the company may have cut corners on the survey.

Ms. Jenny Torres, Community Development Director, stated that her department employees are okay with the Salary Survey. When it comes to her title that was changed from Director to Administrator she benefits from it but it also brought up some concerns.

Ms. Kay Macuil, City Attorney, apologized if they messed up by not including a representative from the company as they were trying to be sensitive. She added that she agrees that the company should have been there.

Mayor Gerardo Sanchez called for a new Salary Study to be done with a different company. Mayor Gerardo Sanchez added that every department would be paying a piece of the total.

Mr. Tadeo De La Hoya, Interim City Manager, asked what would happen if the new survey came back with the same results.

Mayor Gerardo Sanchez replied that the City will pinpoint and be more specific. Mayor Gerardo Sanchez added that if two (2) company's come back with the same results the City has a problem.

Council Member Mario Buchanan Jr. asked supervisors to prepare their employees.

Ms. Sonia Cornelio, City Clerk, asked what if the next study results are less likable and asked if it would take a year to complete.

Mayor Gerardo Sanchez replied that the City would specify with the company on how long they will take but would most likely cost more. He added that if it is unfavorable everything would be taken care of and make it as efficient as possible.

Mr. Tadeo De La Hoya clarified that it took more than a year to complete the Salary Survey because a couple of departments did not agree with it.

Mayor Gerardo Sanchez commented that all departments will agree with the Salary Survey and if any department does not meet the deadlines there will be issues.

Ms. Ketie St. Louis, Finance Director, suggested that the correspondence from the company should not be with just Human Resources or Mr. De La Hoya. Any feedback or questions should be received by every department. She added that she has staff that believes some positions are over looked by the company.

Council Member Ruben Walshe commented that one of the reasons the City is having issues right now is because there is no Human Resource Director. Council Member Ruben Walshe suggested that the City hire a Human Resource Director.

Mayor Gerardo Sanchez commented that he expects Ms. Sabori to ask a lot of questions when the new company comes for the employees. Mayor Gerardo Sanchez concluded the Budget Retreat by thanking employees for attending.

3. Adjournment

MOTION: Council Member Mario Buchanan Jr./ Council Member Ruben Walshe to adjourn the Budget Retreat on April 16, 2016 at approximately 5:17 p.m. Motion passed unanimously.

AGENDA
Budget Retreat
City of San Luis
9800 E. Indian Bend Road
Scottsdale, Arizona 85256
April 15, 2016 at 5:00 p.m.
April 16, 2016 at 8:00 a.m.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; ALSO THE PUBLIC MAY ATTEND AND LISTEN TO THE PROCEEDINGS EITHER AT 9800 E. INDIAN BEND ROAD, SCOTTSDALE, ARIZONA, 85256 OR VIA LIVE STREAMING AT THE CITY COUNCIL CHAMBERS IN CITY HALL LOCATED AT 1090 E. UNION STREET, SAN LUIS, ARIZONA, 85349.

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

2. **DISCUSSION ITEMS, NO ACTION WILL BE TAKEN**

2. A. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2016-2017 Budget. **(April 15, 2016 from 5:00 p.m. to 7:00 p.m.)**

2. B. Discussion on any and all matters regarding the proposed changes to the City of San Luis benefits plan for Fiscal Year 2016-2017 presented by Ms. Susan Posada, City of San Luis Benefits Consultant. **(April 16, 2016 from 8:00 a.m.-8:30 a.m.)**

2. C. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2016-2017 Budget. **(April 16, 2016 from 8:30 a.m. to 5:00 p.m.)**

3. **ADJOURNMENT**

DISCUSSION ITEM

Budget Retreat **2. B.**

Meeting Date: 04/15/2016

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

ITEM:

Discussion on any and all matters regarding the proposed changes to the City of San Luis benefits plan for Fiscal Year 2016-2017 presented by Ms. Susan Posada, City of San Luis Benefits Consultant. **(April 16, 2016 from 8:00 a.m.-8:30 a.m.)**

SUMMARY:

Ms. Susan Posada, City of San Luis Benefits Consultant, will be providing a presentation on any and all matters regarding the proposed changes to the City of San Luis benefits plan for Fiscal Year 2016-2017.

SUPPORTING INFORMATION:

DISCUSSION ONLY, NO ACTION.

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:

Discussion only regarding the Employee's Benefit Trust.

Agenda Item Routing Status, Form: 484
04/15/2016 Budget Retreat (BR)

STATUS	INBOX	ARRIVAL DATE	SUBMIT/APPROVAL DATE & TIME	DAYS IN INBOX	APPROVED BY	VARIABLE INBOX?	ADDED BY	ADDED ON
Created			04/07/2016 09:59 AM		scornelio			
APRV	Sonia Cornelio (Originator)		04/07/2016 11:42 AM		scornelio			
ALTERMAP	Stop has been removed		04/07/2016 11:45 AM		scornelio			
APRV	City Attorney		04/09/2016 06:53 AM		Kmacuil			
APRV	Finance Director		04/11/2016 09:04 AM		Kstlouis	Yes	scornelio	04/07/2016
APRV	City Manager		04/11/2016 10:46 AM		Tdelahoya			
FNL APRV			04/11/2016 10:46 AM		Tdelahoya			

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.D.**

Meeting Date: 09/13/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding formal approval and ratification of the City of San Luis employee benefits plan for Fiscal Year 2017-2018. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The Employees Benefits Trust was fully advised of the proposal of San Luis Benefits Consultant Susan Posada for the 2017-2018 fiscal year. The Employee Benefits Trust recommended said Benefit Plan proposal.

At the April 28, 2017 Budget Retreat, San Luis Benefits Consultant Susan Posada made the same proposal to City Council. She made a complete detailed PowerPoint presentation and fully advised City Council of the benefits proposed to be provided and the costs involved and historical cost comparisons. Attached to this Agenda Item is her presentation. Also attached are the minutes of the presentation which were approved by City Council on July 12, 2017.

Although City Council formally approved the budget for the benefits plan, it was discovered that the benefits plan itself had not been approved.

The City implemented the Employee Benefits Plan as presented at the April 28, 2017, Budget Retreat for the Fiscal Year 2017-2018. Therefore, staff is presenting this item for formal approval going forward through the end of the fiscal year June 30, 2018 and for formal ratification for the implementation of Employee Benefits Plan since the start of the fiscal year on July 1, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND RATIFY THE 2017-2018 BENEFITS PLAN AS PRESENTED AT THE APRIL 28, 2017 BUDGET RETREAT.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A

TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

This item is the approval and ratification of the 2017-2018 Employee Benefits Plan only. The budget for it was passed separately.

Attachments

2017-2018 Benefit Plan Presentation

2017-2018 Contributions & Comparisons Spread Sheets

2017-04-28 Minutes Budget Retreat

CITY OF San Luis Arizona

Gateway to the Sea of Cortez

2017 Renewal Presentation

Presented by Susan Posada

SUSAN POSADA
AGENCY

US/Mexico Medical Plan

Medical		BCBS/Mayo US/Mexico Plan Present Plan		BCBS/Mayo US/Mexico Plan Renewal Plan	
Out of Pocket Maximums		**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual (In/Out)		$4,500	$18,000	$4,500	$18,000
Family (In/Out)		$9,000	$36,000	$9,000	$36,000
Deductible					
Individual (In/Out)		$750	$1,500	$750	$1,500
Family (In/Out)		$1,500	$3,000	$1,500	$3,000
Coinsurance		80%	60%	80%	60%
Office Visit/Specialist		$15 Copay	60%	$15 Copay	60%
Diagnostic Labs					
Contracted Facilities		$15 Copay	60%	$15 Copay	60%
Radiology (MRI, MRA, CT, PET)		80%	60%	80%	60%
Preventative - Lab & Radiology		100%	80%	100%	80%
Prescriptions		$5/$35/$55	Not Covered	$5/$35/$55	Not Covered
Mail Order Pharmacy (90 Days)		$15/$75/$135	Not Covered	$15/$75/$135	Not Covered
Emergency Room		80%	80%	80%	80%
Urgent Care		$30 Copay	60%	$30 Copay	60%
Hospital		80%	60%	80%	60%
Out Patient Surgery		80%	60%	80%	60%
Ambulance		80%	80%	80%	80%
Behavioral/Mental Health Services					
Inpatient		80%	60%	80%	60%
Outpatient		$15 Copay	60%	$15 Copay	60%
Rate Guarantee Period		12 Months		12 Months	
Annual Maximums		Unlimited		Unlimited	
Network		BCBS		BCBS	
Rates:		**Four Tier**		**Four Tier**	
Employee	107	$577.48		$606.35	
Employee + Spouse	10	$1,198.38		$1,258.30	
Employee+ Child	45	$1,198.38		$1,258.30	
Family	22	$1,833.19		$1,924.85	
Monthly Premium	**184**	**$168,031.44**		**$176,432.65**	
Annual Premium		**$2,016,377.28**		**$2,117,191.80**	
Percentage Change				**5.00%**	

*Failure to obtain precertification for inpatient hospital, outpatient surgery, non-emergency hospital admissions, and skilled nursing facilities shall result in a reduction of the plan's coinsurance to 50% for such covered expenses.

*Insured is responsible for balance bill on out-of-network services

Medical		BCBS/Mayo Mexico Only Plan Present Plan		BCBS/Mayo Mexico Only Plan Renewal Plan	
Out of Pocket Maximums		**In Network**	**Out of Network**	**In Network**	**Out of Network**
Individual (In/Out)		$6,260	$18,000	$6,260	$18,000
Family (In/Out)		$12,500	$36,000	$12,500	$36,000
Deductible					
Individual (In/Out)		$0	$0	$0	$0
Family (In/Out)		$0	$0	$0	$0
Coinsurance		100%	50%	100%	50%
Office Visit/Specialist		$10 Copay	50%	$5 Copay	50%
Diagnostic Labs					
Contracted Facilities		$10 Copay	50%	$10 Copay	50%
Radiology (MRI, MRA, CT, PET)		$35 Copay	50%	$25 Copay	50%
Preventative - Lab & Radiology		100%	50%	$5 Copay	50%
Prescriptions		$5/$10 Copay	50%	$3/$6 Copay	50%
Mail Order Pharmacy (90 Days)		N/A	N/A	N/A	N/A
Emergency Room		$250 Copay	$250 Copay	$250 Copay	$250 Copay
Urgent Care		$35 Copay	50%	$20 Copay	50%
Hospital		$250 Copay	50%	$50 Copay	50%
Out Patient Surgery		$50 Copay	50%	$25 Copay	50%
Ambulance		N/A	50%	N/A	50%
Behavioral/Mental Health Services					
Inpatient		Not available	50%	Not available	50%
Outpatient		$10 Copay	50%	$5 Copay	50%
Rate Guarantee Period		12 Months		12 Months	
Annual Maximums		Unlimited		Unlimited	
Network		Siarmed		Siarmed	
Rates:		**Four Tier**		**Four Tier**	
Employee	1	$210.43		$220.95	
Employee + Spouse	2	$436.64		$458.47	
Employee+ Child	7	$436.64		$458.47	
Family	28	$637.60		$669.48	
Monthly Premium	**38**	**$21,992.99**		**$23,092.62**	
Annual Premium		**$263,915.88**		**$277,111.44**	
Percentage Change				**5.00%**	

*Insured is responsible for balance bill on out-of-network services

*Out of Network in Mexico available with Stop Loss carrier approval

***Out of Network will be available in Mexico with approval from the Stop Loss Carrier for Emergency Only**

US Mexico and Mexico only Plans

Dental Benefits		US/MX Coverage Present	US/MX Coverage Renewal		Siarmed Mexico Coverage Current	Siarmed Mexico Coverage Renewal
DEDUCTIBLE					**No Out of Network Benefits**	**No Out of Network Benefits**
Individual		$25	$25		$0	$0
Family		$50	$50		$0	$0
MAXIMUM ANNUAL BENEFIT		$2,000	$2,000		$1,000	$1,000
Orthodontics - Lifetime Max		$2,000	$2,000		$1,000	$1,000
Orthodontics - Children 19 and under per person		50%	50%		50%	50%
COINSURANCE						
Preventive Service		100%	100%		$10 Copay	$10 Copay
Basic Services		80%	80%		$35 Copay	$35 Copay
Major Services		50%	50%		$50 Copay	$50 Copay
Orthodontics		50%	50%		50%	50%
Rate Guarantee		12 Months	12 Months		12 Months	12 Months
RATES:		**Four Tier**	**Four Tier**		**Four Tier**	**Four Tier**
Employee	108	$34.76	$36.50	0	$15.51	$16.29
Employee&Spouse	6	$69.52	$73.00	7	$31.02	$32.57
Employee & Children	24	$69.52	$73.00	15	$31.02	$32.57
Family	28	$86.78	$91.12	34	$41.36	$43.43
Total Monthly Premium	**166**	**$8,269.52**	**$8,683.36**	**56**	**$2,088.68**	**$2,193.16**
Annual Premium		**$99,234.24**	**$104,200.32**		**$25,064.16**	**$26,317.92**
Annual Difference			**5.00%**			**5.00%**

*Lifetime Maximum - Dependents must be covered under plan for 12 consecutive months before orthodontia is available

*US Dental Coverage allows for coverage in Mexico

***There is no Out of Network coverage on the Mexico Only Plan**

*Deductible applies for Basic, Major and Ortho services in the US

Vision		Vision Service Plan			
		Present Plan		Renewal Plan	
		In Network	Out of Network	In Network	Out of Network
Exam Copay		$10	Up to $50	$10	Up to $50
Frames		$25	Up to $70	$25	Up to $70
Standard Lenses (pair)					
Single		100%	Up to $50	100%	Up to $50
Bifocal		100%	Up to $75	100%	Up to $75
Trifocal		100%	Up to $100	100%	Up to $100
Lenticular		N/A	N/A	N/A	N/A
Progressive (standard)		100%	Up to $75	100%	Up to $75
Elective Contact Lenses		Up to $130	Up to $105	Up to $130	Up to $105
Necessary Contact lenses		100%	Up to $105	100%	Up to $105
LASIK Benefit		Up to 15% Discount	N/A	Up to 15% Discount	N/A
Coverage for Dependents		Up to 26 requires Student Status		Up to 26 requires Student Status	
Frequency					
Exam		12 Months		12 Months	
Lenses		12 Months		12 Months	
Frames		12 Months		12 Months	
Contacts		12 Months		12 Months	
Network		VSP		VSP	
Rate Guarantee		6/30/2019		6/30/2019	
RATES:		**Two Tier**		**Two Tier**	
Employee Only	116	$10.18		$10.70	
Family	109	$21.89		$23.00	
Total Monthly Premium	**225**	**$3,566.89**		**$3,748.20**	
Annual Premium		**$42,802.68**		**$44,978.40**	

***Only one co-pay applies either the materials or the frames, if both services are being received only one co-pay applies.**

***Contact lenses are in lieu of glasses**

EAP Preferred	Public Safety	All Employees	Difference
	Current	Proposed	
Number of Employees	68	224	156
Rate	$6.30	$5.82	($0.48)
Monthly	$428.40	$1,303.68	$875.28
Annual	$5,140.80	$15,644.16	$10,503.36

***Based on 12 Sessions**

Program Components

- Face to face Counseling
- 24-Hour Access
- Referrals and Follow-up
- Legal and Financial Services
- Work Life
- Orientation and Training
- Communication Materials
- Utilization Reporting

On-site Service Rates	EAP Preferred
CISD (Critical Incident Services)	$275/$175
Training, SPV Training	$275/$175

Billing is a monthly feed paid in advance of service
Contract renews 1/1/2019

Healthiest You TeleDoc				
	Employees	Fixed Cost	Monthly Total	Annual Total
PEPM	224	$8	$1,792	$21,504

PEPM: Premium per Employee per Month
This plan has already been approved by the Trust

City of San Luis Current / Renewal Basic Life and AD&D

Benefits	The Standard - CURRENT			The Standard - RENEWAL		
Eligibility	All Employees			All Employees		
Life Insurance Benefit	1 X Salary to $50,000			1 X Salary to $50,000		
Basic AD&D	1 X Salary to $50,000			1 X Salary to $50,000		
Rate Guarantee	6/30/2017			6/30/2018		
	Volume	**Rates per $1,000**	**Monthly Premium**	**Volume**	**Rates per $1,000**	**Monthly Premium**
Life Amount	$8,470,000	$0.15	$1,270.50	$8,470,000	$0.15	$1,270.50
AD&D Amount		$0.04	$338.80		$0.04	$338.80
Estimated Annual Premium	**$19,311.60**			**$19,311.60**		
Total Change from Current (%)				**0%**		
Total Change from Current ($)				**$0.00**		

Coverage decreases by 35% at age 70 and 50% at age 75

City of San Luis Current / Renewal Voluntary Life - No Change

The Standard Voluntary Life Additional Life for Employee and Dependents	
Employee Coverage	Available in $10,000 increments Max $300,000 but not more than 5x salary Guarantee Issue at time of hire $100,000
Spouse Coverage	Available in $5,000 increments Max 100% of Employee's Coverage Max $300,000 Guaranteed Issue $10,000
Dependent Coverage	Min. $1,000 Maximum benefit $10,000

Rates are based on a schedule by age (No rate change)

Life and AD&D coverage reduces by 35% at age 70 and 50% at age 75

Additional Benefits

Loss of Life	100%
One hand or one foot	50%
Sight in one eye	50%
Two or more of the losses listed above	100%

City of San Luis Current / Renewal Short Term Disability

Benefits	The Standard- CURRENT		The Standard- RENEWAL	
Eligibility	All Employees		All Employees	
Maximum Weekly Benefit	$2,000		$2,000	
Accident Benefit Begins on Day	15		15	
Sickness Benefit Begins on Day	15		15	
Maximum Benefit Duration	180 days		180 days	
Benefit Percentage	66.67%		66.67%	
Rate Guarantee	6/30/2019		6/30/2019	
Volume	**Rates per $10**	**Monthly Premium**	**Rates per $10**	**Monthly Premium**
$115,000	$0.390	$4,485.00	$0.423	$4,864.50
	Annual Premium		**Annual Premium**	
	$53,820.00		**$58,374.00**	
Total Change from Current (%)			**7.80%**	
Total Change from Current ($)			**$4,554.00**	

***The STD rate increased from $0.39 to $0.423 effective 1/1/2017 to add FICA services to the account**

City of San Luis Current / Renewal Long Term Disability

Benefits	The Standard - CURRENT		The Standard -RENEWAL	
Class/ Eligibility	Public Safety Only		Public Safety Only	
Weekly Benefit	60% of 1st $16,667		60% of 1st $16,667	
Maximum Monthly Benefit	$10,000		$10,000	
Accident Benefit Begin On Day	181		181	
Sickness Benefit Begin on Day	181		181	
Maximum Benefit Period	To age 65		To age 65	
Employee Assistance Program	Included		Included	
Rate Guarantee			6/30/2019	
Volume	**Rates per $100**	**Monthly Premium**	**Rates per $100**	**Monthly Premium**
$214,320	$0.25	$535.80	$0.25	$535.80
Estimated Annual Premium	**$6,430**		**$6,430**	
Salary				
Total Change from Current (%)			**0.00%**	
Total Change from Current ($)			**$0.00**	

***Benefit decrease after age 62 or continues to age 65/Social Security age**

Transwestern Mexico Voluntary Medical			
Product Description		**Current**	**Renewal**
*Life & AD&D		$5.00	$0.00
*Dependent Life		$0.63	$0.00
Admin Fee		$20.00	$20.00
Broker Fee		$5.00	$5.00
Mexico Panel		$1.00	$1.00
Hospital Santa Margarita		$70.00	$70.00
Total Fixed Costs	3	$101.63	$96.00
Total Monthly Premium	3	$304.89	$288.00
Annual Premium		$914.67	$864.00
Annual Difference			($50.67)
Percentage Increase			-5.86%
Cobra Rates		$228.48	$228.48

Unfortunately the life insurance carrier Mutual of Omaha will not be offering a renewal this year due to, below minimum participation requirement.

Transwestern's renewal offering is also based on a minimum of 10 life participation.

If the City of San Luis is unable to obtain the 10 life minimum the plan will terminate July 1, 2017.

Plan Changes

Service Changes	Annual Premium 2015	Annual Premium 2016	Annual Premium 2017	Rates % change
Stop Loss	**$432,036.36**	**$429,267.12**	**$451,792.32**	**0.49%**
Mayo Fees				
Medical	$18.00	$18.50	$18.60	0.54%
Dental	$2.90	$2.90	$2.95	1.72%
Claims Utilization	$3.00	$3.25	$3.50	7.69%
Cobra Optum	$0.79	$0.74	$0.74	
Siarmed				
Medical	$3.00	$3.00	$3.00	0.00%
Dental	$1.25	$1.25	$1.25	
Broker Fees	$32.00	$33.50	$33.50	0.00%
(Broker fees are 2.9%)				
BCBS Network Fees	$15	$15.50	$15.75	1.61%
This is a two year contract - fees for 2018 will be $16.00				
ACA Fees				
Reinsurance Fees	$5.25 per enrollee/mo.	$2.25 per enrollee/mo.	$2.26 per enrollee/mo.	
PCCORI Fees	$2.08 Avg. # of lives	$2.17 Avg. # of lives	N/A	

- Mexico network changed to Siarmed effecitive 4/1/2016

- Stop Loss fess are subject to change pending the 3/31/2017 claims reports

- Stop Loss Carrier Rates are not firm until 3/31/2017

**** BCBC negotiated the rate down from from $16 PEPM to $15.75 and $16.00 the Second year**

*****Siarmed had agreed to a 3 year agreement with no price changes in the admin fees and provider fees**

City of San Luis

Medical and Dental Enrollment Changes

	Medical Enrollment			Dental Enrollment		
	February 1, 2016	**February 1, 2017**	**Percentage Change**	**February 1, 2016**	**February 1, 2017**	**Percentage Change**
US/Mexico						
Employees Only	107	107	0.00%	94	107	13.83%
Employee & Spouse	10	9	-10.00%	9	9	0.00%
Employee and Children	43	45	4.65%	32	45	40.63%
Family	17	23	35.29%	40	23	-42.50%
Mexico Only						
Employees Only	2	1	-50.00%	8	2	-75.00%
Employee & Spouse	1	2	100.00%	1	2	100.00%
Employee and Children	10	7	-30.00%	5	7	40.00%
Family	30	28	-6.67%	30	28	-6.67%
Total	**220**	**222**	**0.91%**	**219**	**223**	**1.83%**
Average Members	516	517	0.19%	558	545	-2.33%
Employees Count	220	222	0.91%	219	223	1.83%

CITY OF SAN LUIS
STOP LOSS AND ADMINISTRATION RENEWAL EFFECTIVE JULY 1, 2017

DESCRIPTION		Recommended 2016 - 2017 Renewal Initial Symetra		Recommended 2017-2018 Initial Quote Initial Symetra		2016-2017 Initial Quote Quote Symetra Option 1	2016-2017 Initial Quote Quote Symetra Option2	2016-2017 Initial Quote Quote RMTS	2016-2017 Initial Quote Quote East Coast	2016-2017 Initial Quote Quote 3 East Coast	2016-2017 Initial Quote Quote 4
STOP LOSS POLICY TERMS		$50,000 Stop Loss		$50,000 Stop Loss		$60,000 Stop Loss	$75,000 Stop Loss	$50,000 Stop Loss	$50,0000 Stop Loss	$60,000 Stop Loss	$75,000 Stop Loss
Specific Lifetime Maximum		Unlimited		Unlimited		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Annual Reimbursement		Unlimited		Unlimited		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Deductible		$ 50,000		$ 50,000		$ 60,000	$ 75,000	$ 50,000	$ 50,000	$ 60,000	$ 75,000
Specific Contract Basis		Paid		Paid		Paid	Paid	24/12	24/12	24/12	24/12
Specific Coverage		Medical		Medical		Medical	Medical	Medical	Medical	Medical	Medical
Specific Run-In Limits		N/A		N/A		N/A	N/A	N/A	N/A	N/A	N/A
Lasered Individuals		None		None		None	None	None	None	None	None
Aggregate Maximum		$ 1,000,000		$ 1,000,000		$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Aggregate Coverage		Medical & RX Card		Medical & RX Card		Medical & RX Card	Medical & RX Card	Medical & RX Card	Medical & RX Card	Medical & RX Card	Medical & RX Card
Aggregate Contract Basis		Paid		Paid		Paid	Paid	Paid	Paid	Paid	Paid
Aggregate Run-In Limits		N/A		N/A		N/A	N/A	N/A	N/A	N/A	N/A
Corridor		25%		25%		25%	25%	25%	25%	25%	25%
STOP LOSS PREMIUM											
Specific Premium											
Employee Rate	98	$ 91.16		$ 91.16	98	$ 83.45	$ 71.40	$ 78.53	$ 109.09	$98.88	$84.41
Employee + Spouse Rate											
Emplyee + Child(ren) Rate											
Employee + Spouse & Children Rate	124	$ 224.56		$ 224.56	124	$ 202.12	$ 172.17	$ 218.39	$ 308.69	$281.66	$ 243.18
Projected Total Monthly Specific Premium	222	$ 36,779.12		$ 36,779.12	222	$ 33,240.98	$ 28,346.28	$ 34,776.30	$ 48,968.38	$ 44,616.08	$ 38,426.50
Aggregate Rate PEPM	222	$ 3.10		$ 3.92	222	$ 3.97	$ 4.04	$ 3.32	$ 5.60	$ 6.58	$ 7.97
Projected Monthly Aggregate Premium		$ 688.20		$ 870.24		$ 881.34	$ 896.88	$ 737.04	$ 1,243.20	$ 1,460.76	$ 1,769.34
TOTAL PROJECTED PREMIUM											
Monthly		$ 37,467.32		$ 37,649.36		$ 34,122.32	$ 29,243.16	$ 35,513.34	$ 50,211.58	$ 46,076.84	$ 40,195.84
Annual		$ 449,607.84		$ 451,792.32		$ 409,467.84	$ 350,917.92	$ 426,160.08	$ 602,538.96	$ 552,922.08	$ 482,350.08
Percentage of increase over current				**0.49%**		**-8.93%**	**-21.95%**	**-5.22%**	**34.01%**	**22.98%**	**7.28%**
MAXIMUM CLAIM FUNDING FACTORS											
Employee	98	$ 401.23		$ 357.86	98	$ 368.64	$ 384.81	$ 358.53	$ 340.31	$ 347.00	$ 356.00
Employee + Spouse											
Employee + Children											
Employee + Spouse + Child(ren)	124	$ 997.05		$ 889.27	124	$ 916.06	$ 956.26	$ 996.98	$ 1,004.78	$ 1,025.79	$ 1,051.10
TOTAL PROJECTED MAXIMUM FUNDING											
Monthly		$ 162,954.74		$ 145,339.76		$ 149,718.16	$ 156,287.62	$ 158,761.46	$ 157,943.10	$ 161,203.96	$ 165,224.40
Annual		$ 1,955,456.88		$ 1,744,077.12		$ 1,796,617.92	$ 1,875,451.44	$ 1,905,137.52	$ 1,895,317.20	$ 1,934,447.52	$ 1,982,692.80
Percentage of increase over current				**-10.81%**		**-8.12%**	**-4.09%**	**-2.57%**	**-3.08%**	**-1.07%**	**1.39%**
PROJECTED ADMINISTRATION COSTS											
TPA Claims Administration Fee - Mayo Health	222	$ 18.50		$ 18.60	222	$ 18.60	$ 18.60	$ 18.60	$ 18.60	$ 18.60	$ 18.60
Dental Claims Administration US Mayo Health	222	$ 2.90		$ 2.95	222	$ 2.95	$ 2.95	$ 2.95	$ 2.95	$ 2.95	$ 2.95
Claims Utilization - Mayo Health	222	$ 3.25		$ 3.50	222	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 3.50
PPO Medical Access Fee - BCBS	184	$ 15.50		$ 15.75	184	$ 15.75	$ 15.75	$ 15.75	$ 15.75	$ 15.75	$ 15.75
Mexico Siarmed/SSA Medical and Dental Claims Admin.	222	$ 4.25		$ 4.25	222	$ 4.25	$ 4.25	$ 4.25	$ 4.25	$ 4.25	$ 4.25
Cobra Services Admin. Fee and Initail Notices - Optum	222	$ 0.74		$ 0.74	222	$ 0.74	$ 0.74	$ 0.74	$ 0.74	$ 0.74	$ 0.74
Total Monthly Administration		$ 9,432.08		$ 9,566.88		$ 9,566.88	$ 9,566.88	$ 9,566.88	$ 9,566.88	$ 9,566.88	$ 9,566.88
Total Annual Administration		$ 113,184.96		$ 114,802.56		$ 114,802.56	$ 114,802.56	$ 114,802.56	$ 114,802.56	$ 114,802.56	$ 114,802.56
Patient Centered Research Inst. (Est.)	520	$1,979.52		$1,151.80	520	$1,151.80	$1,151.80	$1,151.80	$1,151.80	$1,151.80	$1,151.80
Reinsurance Assessment fee (Est.)	520	$ 18,470.40			520						
Total Annual ACA fees		$ 20,449.92		$ 1,151.80	520	$ 1,151.80	$ 1,151.80	$ 1,151.80	$ 1,151.80	$ 1,151.80	$ 1,151.80
Month Administration & ACA Fees		$ 11,136.24		$ 9,662.86		$ 9,662.86	$ 9,662.86	$ 9,662.86	$ 9,662.86	$ 9,662.86	$ 9,662.86
Total Annual Administration Fees With Reinsurance & PPCORI		$ 133,634.88		$ 115,954.36		$ 115,954.36	$ 115,954.36	$ 115,954.36	$ 115,954.36	$ 115,954.36	$ 115,954.36
Percentage of Increase/Decrease Over Current				**-13.2%**		**-13.2%**	**-13.2%**	**-13.2%**	**-13.2%**	**-13.2%**	**-13.2%**
TOTAL PROJECTED PREMIUM, CLAIMS FUNDING & ADMINISTRATION COSTS											
Monthly		$ 211,558.30		$ 192,651.98		$ 299,794.84	$ 301,485.14	$ 310,229.16	$ 324,109.04	$ 323,235.16	$ 321,374.60
Annual		$ 2,538,699.60		$ 2,349,473.16		$ 2,322,040.12	$ 2,342,323.72	$ 2,447,251.96	$ 2,613,810.52	$ 2,603,323.96	$ 2,580,997.24
Percentage of Increase Over Current				**-7.45%**		**-8.53%**	**-7.74%**	**-3.60%**	**2.96%**	**2.55%**	**1.67%**

- Rates for the Stop Loss and Aggregate are not final until 3/31/201 BCBS Rate under 2 yr agreement - 2017 $15.75 PEPM and 2018 16.00 PEPM

PCCOR fees for 2016 $2.17 and 2017 $2.26

Rates and benefits are illustrative only and represent only a brief summary of the plan highlights. Final rates will be determined from effective date, actual enrollment and/or health conditions. For actual benefits refer to the carrier proposal.

Employer & Employee Contribution Calculations - Renewal Plan Medical 5% Dental 5% - Same EE Contribution $

2017-2018

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 606.35	$ 64,879.45	$ 64,879.45	$ -	$ 36.50	$ 3,942.00	$ 3,942.00	$ -	$ 10.70	$ 1,241.20	$ 1,241.20	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,258.30	$ 12,583.00	$ 9,587.00	$ 2,996.00	$ 73.00	$438.00	$ 184.08	$ 253.92				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,258.30	$ 56,623.50	$ 43,141.50	$ 13,482.00	$ 73.00	$ 1,752.00	$ 736.32	$ 1,015.68				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,924.85	$ 42,346.70	$ 32,264.12	$ 10,082.58	$ 91.12	$ 2,551.36	$ 1,072.12	$ 1,479.24	$ 23.00	$ 2,507.00	$ 1,167.08	$ 1,339.92
Medical, Dental & Vision	Mexico-Employee	$ 220.95	$ 220.95	$ 220.95	$ -	$ 16.29	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 458.47	$ 916.94	$ 698.62	$ 218.32	$ 32.57	$ 227.99	$ 95.83	$ 132.16				
Medical, Dental & Vision	Mexico-Employee & Children	$ 458.47	$ 3,209.29	$ 2,445.17	$ 764.12	$ 32.57	$ 488.55	$ 205.35	$ 283.20				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 669.48	$ 18,745.44	$ 14,282.24	$ 4,463.20	$ 43.43	$ 1,476.62	$ 620.50	$ 856.12				
	Monthly Premium Totals		**$ 199,525.27**	**$ 167,519.06**	**$ 32,006.21**		**$ 10,876.52**	**$ 6,856.20**	**$ 4,020.32**		**$ 3,748.20**	**$ 1,744.90**	**$ 2,003.30**
	Annual Premium Totals		**$ 2,394,303.24**	**$ 2,010,228.69**	**$ 384,074.55**		**$ 130,518.24**	**$ 82,274.39**	**$ 48,243.85**		**$ 44,978.40**	**$ 20,938.79**	**$ 24,039.61**

Combined Monthly Total	**$214,149.99**
Employer Contribution Monthly	**$176,120.16**
Annual Total	**$2,569,799.88**
Changes from Current:	
Dollar Change	$123,138.60
Percent Change	5%

Enrollment Counts	**Medical**	**Dental**	**Vision**
US-Single	107	108	116
US-Employee + Spouse	10	6	
US-Employee + Child(ren)	45	24	
US-Family	22	28	109
MX-Single	1	0	
MX-Employee + Spouse	2	7	
MX-Employee + Child(ren)	7	15	
MX-Family	28	34	
	222	**222**	**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2017-2018 Contribution Assumptions

MEDICAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	76.19%	76.19%	76.19%
Employee %	0.00%	23.81%	23.81%	23.81%
Mexico				
Employer %	100.00%	76.19%	76.19%	76.19%
Employee %	0.00%	23.81%	23.81%	23.81%
DENTAL				
US & Mexico				
Employer %	100.00%	42.03%	42.03%	42.02%
Employee %	0.00%	57.97%	57.97%	57.98%
Mexico				
Employer %	100.00%	42.03%	42.03%	42.02%
Employee %	0.00%	57.97%	57.97%	57.98%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2016-2017 & 2017-2018
Medical 5% Dental 5% - Same EE Contribution $

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	2017-2018 Total Premium	2017-2018 ER Contribution	2017-2018 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ 2,394,303.24	$ 2,010,228.69	$ 384,074.55	$ 114,006.45	6.01%
Dental (US & Mex)	$ 124,298.40	$ 76,052.42	$ 48,245.98	$ 130,518.24	$ 82,274.39	$ 48,243.85	$ 6,221.96	8.18%
Vision	$ 42,069.72	$ 19,584.72	$ 22,485.00	$ 44,978.40	$ 20,938.79	$ 24,039.61	$ 1,354.08	6.91%
Short Term Disability	$58,379.44	$ 58,379.44	$ -	$58,374.00	$ 58,374.00	$ -	$ (5.44)	-0.01%
Long Term Disability	$6,429.60	$ 6,429.60	$ -	$6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$18,242.28	$ 18,242.28	$ -	$19,311.60	$ 19,311.60	$ -	$ 1,069.32	5.86%
Transwestern (Not Included in Budget)	$ 2,955.60	$ -		$ 3,646.80	$ -			0.00%
Total Budget Requirements	$ 2,532,668.20	$ 2,074,910.70	$ 454,801.90	$ 2,657,561.88	$ 2,197,557.07	$ 456,358.01	$ 122,646.37	5.58%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$114,010.08	5.00%
Dental Premium	$6,219.84	5.00%
Life, STD, LTD Premium	$1,063.88	1.28%

Summary

Medical	Increase in Total Premium	$114,010.08
	Employer Portion	$114,006.45
	Employee Portion	$3.63
Dental	Increase in Total Premium	$6,219.84
	Employer Portion	$6,221.96
	Employee Portion	-$2.12
Total Changes:	All Benefits	**$124,893.68**
	ER	**$122,646.37**
	EE	**$1,556.11**

Current Premium Rates 07-01-2016 to 6-30-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 34.76	$ 3,754.08	$ 3,754.08	$ -	$ 10.18	$ 1,119.80	$ 1,119.80	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$ 417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 69.52	$ 1,668.48	$ 652.74	$ 1,015.74				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 86.78	$ 2,429.84	$ 950.60	$ 1,479.24	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 15.51	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 31.02	$ 217.14	$ 84.95	$ 132.19				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 41.36	$ 1,406.24	$ 550.12	$ 856.12				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,358.20**	**$ 6,337.70**	**$ 4,020.50**		**$ 3,505.81**	**$ 1,632.06**	**$ 1,873.75**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 124,298.40**	**$ 76,052.42**	**$ 48,245.98**		**$ 42,069.72**	**$ 19,584.72**	**$ 22,485.00**

Combined Monthly Total	**$203,888.44**
Employer Contribution Monthly	**$165,988.28**
Annual Total	**$2,446,661.28**
	Changes from Current:
	Dollar Change
	Percent Change

2016-2017 Contribution Assumptions				
MEDICAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Enrollment Counts	**Medical**	**Dental**			**Vision**
US-Single	107	108			110
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**219**

Short Term Disability	$58,379.44
Long Term Disability	$6,429.60
Basic Life Insurance	$18,242.28

2017 to 2018 Rates and Employee Contribution 5% with EE Contribution $ Same					
Benefit Type	**Coverage**	**Premium**	**Employer Cost**	**Employee Cost**	
Which Benefit	**Who's Covered**	**Monthly**	**Monthly**	**Monthly**	**Per Pay Check (24)**
Medical– US & Mexico (Mayo/ BCBS)	Employee Only	$606.35	$606.35	$0.00	$0.00
	Employee & Spouse	$1,258.30	$958.70	$299.60	$149.80
	Employee & Child(ren)	$1,258.30	$958.70	$299.60	$149.80
	Family	$1,924.85	$1,466.55	$458.30	$229.15
Medical– Mexico Only	Employee Only	$220.95	$220.95	$0.00	$0.00
	Employee & Spouse	$458.47	$349.31	$109.16	$54.58
	Employee & Child(ren)	$458.47	$349.31	$109.16	$54.58
	Family	$669.48	$510.08	$159.40	$79.70
Dental– US & Mexico	Employee Only	$36.50	$36.50	$0.00	$0.00
	Employee & Spouse	$73.00	$30.68	$42.32	$21.16
	Employee & Child(ren)	$73.00	$30.68	$42.32	$21.16
	Family	$91.12	$38.29	$52.83	$26.42
Dental – Mexico Only (Siarmed)	Employee Only	$16.29	$16.29	$0.00	$0.00
	Employee & Spouse	$32.57	$13.69	$18.88	$9.44
	Employee & Child(ren)	$32.57	$13.69	$18.88	$9.44
	Family	$43.43	$18.25	$25.18	$12.59
VSP-Vision Service Plan	Employee Only	$10.70	$10.70	$0.00	$0.00
	Family	$23.00	$10.70	$12.30	$6.15
Standard Basic Life & AD&D Insurance	1x Salary up to $50,000	$ 0.19 per $1,000 of annual salary	$ 0.19 per $1,000 of annual salary	$0.00	$0.00
Standard Short-term Disability	All Employees	$ 0.423 per $10 of annual salary	$ 0.423 per $10 of annual salary	$0.00	$0.00
Standard Long-term Disability	Public Safety Employees	$0.25 per $100 of monthly salary	$0.25 per $100 of monthly salary	$0.00	$0.00
Transwestern Voluntary MX Medical Insurance	Family	$96.00	$0.00	$96.00	$48.00
Employee Assistance Program	Public Safety Employees	Included with Standard Benefits	$0.00	$0.00	$0.00
EAP Preferred	Public Safety Employees	$396.90	$396.90	$0.00	$0.00

Employer & Employee Contribution Calculations - Renewal Plan — Medical 5% Dental 5% - Same EE Contribution $

2017-2018

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 606.35	$ 64,879.45	$ 64,879.45	$ -	$ 36.50	$ 3,942.00	$ 3,942.00	$ -	$ 10.70	$ 1,241.20	$ 1,241.20	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,258.30	$ 12,583.00	$ 9,587.00	$ 2,996.00	$ 73.00	$438.00	$ 184.08	$ 253.92				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,258.30	$ 56,623.50	$ 43,141.50	$ 13,482.00	$ 73.00	$ 1,752.00	$ 736.32	$ 1,015.68				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,924.85	$ 42,346.70	$ 32,264.12	$ 10,082.58	$ 91.12	$ 2,551.36	$ 1,072.12	$ 1,479.24	$ 23.00	$ 2,507.00	$ 1,167.08	$ 1,339.92
Medical, Dental & Vision	Mexico-Employee	$ 220.95	$ 220.95	$ 220.95	$ -	$ 16.29	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 458.47	$ 916.94	$ 698.62	$ 218.32	$ 32.57	$ 227.99	$ 95.83	$ 132.16				
Medical, Dental & Vision	Mexico-Employee & Children	$ 458.47	$ 3,209.29	$ 2,445.17	$ 764.12	$ 32.57	$ 488.55	$ 205.35	$ 283.20				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 669.48	$ 18,745.44	$ 14,282.24	$ 4,463.20	$ 43.43	$ 1,476.62	$ 620.50	$ 856.12				
	Monthly Premium Totals		**$ 199,525.27**	**$ 167,519.06**	**$ 32,006.21**		**$ 10,876.52**	**$ 6,856.20**	**$ 4,020.32**		**$ 3,748.20**	**$ 1,744.90**	**$ 2,003.30**
	Annual Premium Totals		**$ 2,394,303.24**	**$ 2,010,228.69**	**$ 384,074.55**		**$ 130,518.24**	**$ 82,274.39**	**$ 48,243.85**		**$ 44,978.40**	**$ 20,938.79**	**$ 24,039.61**
Combined Monthly Total	**$214,149.99**												
Employer Contribution Monthly	**$176,120.16**												
Annual Total	**$2,569,799.88**												
	Changes from Current:												
	Dollar Change	$123,138.60											
	Percent Change	5%											

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2017-2018 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	76.19%	76.19%	76.19%
Employee %	0.00%	23.81%	23.81%	23.81%
Mexico				
Employer %	100.00%	76.19%	76.19%	76.19%
Employee %	0.00%	23.81%	23.81%	23.81%
DENTAL				
US & Mexico				
Employer %	100.00%	42.03%	42.03%	42.02%
Employee %	0.00%	57.97%	57.97%	57.98%
Mexico				
Employer %	100.00%	42.03%	42.03%	42.02%
Employee %	0.00%	57.97%	57.97%	57.98%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Current Premium Rates 07-01-2016 to 6-30-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 34.76	$ 3,754.08	$ 3,754.08	$ -	$ 10.18	$ 1,119.80	$ 1,119.80	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$ 417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 69.52	$ 1,668.48	$ 652.74	$ 1,015.74				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 86.78	$ 2,429.84	$ 950.60	$ 1,479.24	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 15.51	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 31.02	$ 217.14	$ 84.95	$ 132.19				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 41.36	$ 1,406.24	$ 550.12	$ 856.12				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,358.20**	**$ 6,337.70**	**$ 4,020.50**		**$ 3,505.81**	**$ 1,632.06**	**$ 1,873.75**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 124,298.40**	**$ 76,052.42**	**$ 48,245.98**		**$ 42,069.72**	**$ 19,584.72**	**$ 22,485.00**
Combined Monthly Total	**$203,888.44**												
Employer Contribution Monthly	**$165,988.28**												
Annual Total	**$2,446,661.28**												
	Changes from Current:												
	Dollar Change												
	Percent Change												

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			110
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
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Short Term Disability	$58,379.44
Long Term Disability	$6,429.60
Basic Life Insurance	$18,242.28

2016-2017 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
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Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2016-2017 & 2017-2018
Medical 5% Dental 5% - Same EE Contribution $

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	2017-2018 Total Premium	2017-2018 ER Contribution	2017-2018 EE Contribution	ER Difference Contribution	% Change
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Vision	$ 42,069.72	$ 19,584.72	$ 22,485.00	$ 44,978.40	$ 20,938.79	$ 24,039.61	$ 1,354.08	6.91%
Short Term Disability	$58,379.44	$ 58,379.44	$ -	$58,374.00	$ 58,374.00	$ -	$ (5.44)	-0.01%
Long Term Disability	$6,429.60	$ 6,429.60	$ -	$6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$18,242.28	$ 18,242.28	$ -	$19,311.60	$ 19,311.60	$ -	$ 1,069.32	5.86%
Transwestern (Not Included in Budget)	$ 2,955.60	$ -		$ 3,646.80	$ -			0.00%
Total Budget Requirements	$ 2,532,668.20	$ 2,074,910.70	$ 454,801.90	$ 2,657,561.88	$ 2,197,557.07	$ 456,358.01	$ 122,646.37	5.58%

Premium Increases	**$**	**%**
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Dental Premium	$6,219.84	5.00%
Life, STD, LTD Premium	$1,063.88	1.28%

Summary

Medical	Increase in Total Premium	$114,010.08
	Employer Portion	$114,006.45
	Employee Portion	$3.63
Dental	Increase in Total Premium	$6,219.84
	Employer Portion	$6,221.96
	Employee Portion	-$2.12
Total Changes:	All Benefits	**$124,893.68**
	ER	**$122,646.37**
	EE	**$1,556.11**

Employer & Employee Contribution Calculations - Renewal Plan — Medical 5% Dental 5% - Same ER Contribution $ (With Exception 100% Cover Employee)

2017-2018

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 606.35	$ 64,879.45	$ 64,879.45	$ -	$ 36.50	$ 3,942.00	$ 3,942.00	$ -	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,258.30	$ 12,583.00	$ 8,987.90	$ 3,595.10	$ 73.00	$438.00	$ 163.20	$ 274.80				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,258.30	$ 56,623.50	$ 40,445.54	$ 16,177.96	$ 73.00	$ 1,752.00	$ 652.80	$ 1,099.20				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,924.85	$ 42,346.70	$ 30,247.57	$ 12,099.13	$ 91.12	$ 2,551.36	$ 950.60	$ 1,600.76	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 220.95	$ 220.95	$ 220.95	$ -	$ 16.29	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 458.47	$ 916.94	$ 654.96	$ 261.98	$ 32.57	$ 227.99	$ 84.98	$ 143.01				
Medical, Dental & Vision	Mexico-Employee & Children	$ 458.47	$ 3,209.29	$ 2,292.36	$ 916.93	$ 32.57	$ 488.55	$ 182.10	$ 306.45				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 669.48	$ 18,745.44	$ 13,389.61	$ 5,355.83	$ 43.43	$ 1,476.62	$ 550.12	$ 926.50				
	Monthly Premium Totals		**$ 199,525.27**	**$ 161,118.34**	**$ 38,406.93**		**$ 10,876.52**	**$ 6,525.80**	**$ 4,350.72**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,394,303.24**	**$ 1,933,420.06**	**$ 460,883.18**		**$ 130,518.24**	**$ 78,309.63**	**$ 52,208.61**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$213,968.68**
Employer Contribution Monthly	**$169,304.63**
Annual Total	**$2,567,624.16**
	Changes from Current:
	Dollar Change $120,962.88
	Percent Change 5%

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2017-2018 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	71.43%	71.43%	71.43%
Employee %	0.00%	28.57%	28.57%	28.57%
Mexico				
Employer %	100.00%	71.43%	71.43%	71.43%
Employee %	0.00%	28.57%	28.57%	28.57%
DENTAL				
US & Mexico				
Employer %	100.00%	37.26%	37.26%	37.26%
Employee %	0.00%	62.74%	62.74%	62.74%
Mexico				
Employer %	100.00%	37.27%	37.27%	37.26%
Employee %	0.00%	62.73%	62.73%	62.74%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Current Premium Rates 07-01-2016 to 6-30-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 34.76	$ 3,754.08	$ 3,754.08	$ -	$ 10.18	$ 1,119.80	$ 1,119.80	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$ 417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 69.52	$ 1,668.48	$ 652.74	$ 1,015.74				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 86.78	$ 2,429.84	$ 950.60	$ 1,479.24	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 15.51	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 31.02	$ 217.14	$ 84.95	$ 132.19				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 41.36	$ 1,406.24	$ 550.12	$ 856.12				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,358.20**	**$ 6,337.70**	**$ 4,020.50**		**$ 3,505.81**	**$ 1,632.06**	**$ 1,873.75**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 124,298.40**	**$ 76,052.42**	**$ 48,245.98**		**$ 42,069.72**	**$ 19,584.72**	**$ 22,485.00**

Combined Monthly Total	**$203,888.44**
Employer Contribution Monthly	**$165,988.28**
Annual Total	**$2,446,661.28**
	Changes from Current:
	Dollar Change
	Percent Change

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			110
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**219**

Short Term Disability	$58,379.44
Long Term Disability	$6,429.60
Basic Life Insurance	$18,242.28

2016-2017 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2016-2017 & 2017-2018
Medical 5% Dental 5% - Same ER Contribution $ (With Exception 100% Cover Employee)

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	2017-2018 Total Premium	2017-2018 ER Contribution	2017-2018 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ 2,394,303.24	$ 1,933,420.06	$ 460,883.18	$ 37,197.82	1.96%
Dental (US & Mex)	$ 124,298.40	$ 76,052.42	$ 48,245.98	$ 130,518.24	$ 78,309.63	$ 52,208.61	$ 2,257.21	2.97%
Vision	$ 42,069.72	$ 19,584.72	$ 22,485.00	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ 341.21	1.74%
Short Term Disability	$58,379.44	$ 58,379.44	$ -	$58,374.00	$ 58,374.00	$ -	$ (5.44)	-0.01%
Long Term Disability	$6,429.60	$ 6,429.60	$ -	$6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$18,242.28	$ 18,242.28	$ -	$19,311.60	$ 19,311.60	$ -	$ 1,069.32	5.86%
Transwestern (Not Included in Budget)	$ 2,955.60	$ -		$ 3,646.80	$ -			0.00%
Total Budget Requirements	$ 2,532,668.20	$ 2,074,910.70	$ 454,801.90	$ 2,655,386.16	$ 2,115,770.82	$ 535,968.54	$ 40,860.12	1.93%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$114,010.08	5.00%
Dental Premium	$6,219.84	5.00%
Life, STD, LTD Premium	$1,063.88	1.28%

Summary

Medical	Increase in Total Premium	$114,010.08
	Employer Portion	$37,197.82
	Employee Portion	$76,812.26
Dental	Increase in Total Premium	$6,219.84
	Employer Portion	$2,257.21
	Employee Portion	$3,962.63
Total Changes:	All Benefits	**$122,717.96**
	ER	**$40,860.12**
	EE	**$81,166.64**

Employer & Employee Contribution Calculations - Renewal Plan — Medical 5% Dental 5% - Same ER Contribution $

2017-2018

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 606.35	$ 64,879.45	$ 61,790.34	$ 3,089.11	$ 36.50	$ 3,942.00	$ 3,754.08	$ 187.92	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,258.30	$ 12,583.00	$ 8,987.90	$ 3,595.10	$ 73.00	$438.00	$ 163.20	$ 274.80				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,258.30	$ 56,623.50	$ 40,445.54	$ 16,177.96	$ 73.00	$ 1,752.00	$ 652.80	$ 1,099.20				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,924.85	$ 42,346.70	$ 30,247.57	$ 12,099.13	$ 91.12	$ 2,551.36	$ 950.60	$ 1,600.76	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 220.95	$ 220.95	$ 210.43	$ 10.52	$ 16.29	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 458.47	$ 916.94	$ 654.96	$ 261.98	$ 32.57	$ 227.99	$ 84.98	$ 143.01				
Medical, Dental & Vision	Mexico-Employee & Children	$ 458.47	$ 3,209.29	$ 2,292.36	$ 916.93	$ 32.57	$ 488.55	$ 182.10	$ 306.45				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 669.48	$ 18,745.44	$ 13,389.61	$ 5,355.83	$ 43.43	$ 1,476.62	$ 550.12	$ 926.50				
	Monthly Premium Totals		**$ 199,525.27**	**$ 158,018.71**	**$ 41,506.56**		**$ 10,876.52**	**$ 6,337.88**	**$ 4,538.64**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,394,303.24**	**$ 1,896,224.55**	**$ 498,078.69**		**$ 130,518.24**	**$ 76,054.60**	**$ 54,463.64**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$213,968.68**
Employer Contribution Monthly	**$166,017.09**
Annual Total	**$2,567,624.16**
Changes from Current:	
Dollar Change	$120,229.92
Percent Change	5%

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2017-2018 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	95.24%	71.43%	71.43%	71.43%
Employee %	4.76%	28.57%	28.57%	28.57%
Mexico				
Employer %	95.24%	71.43%	71.43%	71.43%
Employee %	4.76%	28.57%	28.57%	28.57%
DENTAL				
US & Mexico				
Employer %	95.23%	37.26%	37.26%	37.26%
Employee %	4.77%	62.74%	62.74%	62.74%
Mexico				
Employer %	95.21%	37.27%	37.27%	37.26%
Employee %	4.79%	62.73%	62.73%	62.74%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Current Premium Rates 07-01-2016 to 6-30-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 34.76	$ 3,754.08	$ 3,754.08	$ -	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$ 417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 69.52	$ 1,668.48	$ 652.74	$ 1,015.74				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 86.78	$ 2,429.84	$ 950.60	$ 1,479.24	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 15.51	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 31.02	$ 217.14	$ 84.95	$ 132.19				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 41.36	$ 1,406.24	$ 550.12	$ 856.12				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,358.20**	**$ 6,337.70**	**$ 4,020.50**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 124,298.40**	**$ 76,052.42**	**$ 48,245.98**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$203,949.52**
Employer Contribution Monthly	**$166,016.72**
Annual Total	**$2,447,394.24**
Changes from Current:	
Dollar Change	
Percent Change	

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2016-2017 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2016-2017 & 2017-2018
Medical 5% Dental 5% - Same ER Contribution $

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	2017-2018 Total Premium	2017-2018 ER Contribution	2017-2018 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ 2,394,303.24	$ 1,896,224.55	$ 498,078.69	$ 2.31	0.00%
Dental (US & Mex)	$ 124,298.40	$ 76,052.42	$ 48,245.98	$ 130,518.24	$ 76,054.60	$ 54,463.64	$ 2.18	0.00%
Vision	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ -	0.00%
Short Term Disability	$58,374.00	$ 58,374.00	$ -	$58,374.00	$ 58,374.00	$ -	$ -	0.00%
Long Term Disability	$6,429.60	$ 6,429.60	$ -	$6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$19,311.60	$ 19,311.60	$ -	$19,311.60	$ 19,311.60	$ -	$ -	0.00%
Transwestern	$ 2,955.60	$ -	$ 2,955.60	$ 3,646.80	$ -	$ 3,646.80		0.00%
Total Budget Requirements	$ 2,534,465.04	$ 2,076,315.80	$ 458,149.24	$ 2,655,386.16	$ 2,076,320.28	$ 579,065.88	$ 4.49	0.00%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$114,010.08	5.00%
Dental Premium	$6,219.84	5.00%

Summary

Medical	Increase in Total Premium	$114,010.08
	Employer Portion	$2.31
	Employee Portion	$114,007.77
Dental	Increase in Total Premium	$6,219.84
	Employer Portion	$2.18
	Employee Portion	$6,217.66
Total Changes:	All Benefits	**$120,921.12**
	ER	**$4.49**
	EE	**$120,916.63**

Employer & Employee Contribution Calculations - Renewal Plan — Medical 0% Dental 5% - Same ER Contribution %

2017-2018

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 36.50	$ 3,942.00	$ 3,942.00	$ -	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 73.00	$438.00	$ 171.35	$ 266.65				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 73.00	$ 1,752.00	$ 685.42	$ 1,066.58				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 91.12	$ 2,551.36	$ 998.14	$ 1,553.22	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 16.29	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 32.57	$ 227.99	$ 89.19	$ 138.80				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 32.57	$ 488.55	$ 191.13	$ 297.42				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 43.43	$ 1,476.62	$ 577.68	$ 898.94				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,876.52**	**$ 6,654.92**	**$ 4,221.60**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 130,518.24**	**$ 79,859.07**	**$ 50,659.17**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$204,467.84**
Employer Contribution Monthly	**$166,333.94**
Annual Total	**$2,453,614.08**
Changes from Current:	
Dollar Change	$ 6,219.84
Percent Change	0.25%

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2017-2018 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL				
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Current Premium Rates 07-01-2016 to 6-30-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 34.76	$ 3,754.08	$ 3,754.08	$ -	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$ 417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 69.52	$ 1,668.48	$ 652.74	$ 1,015.74				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 86.78	$ 2,429.84	$ 950.60	$ 1,479.24	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 15.51	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 31.02	$ 217.14	$ 84.95	$ 132.19				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 41.36	$ 1,406.24	$ 550.12	$ 856.12				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,358.20**	**$ 6,337.70**	**$ 4,020.50**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 124,298.40**	**$ 76,052.42**	**$ 48,245.98**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$203,949.52**
Employer Contribution Monthly	**$166,016.72**
Annual Total	**$2,447,394.24**
Changes from Current:	
Dollar Change	
Percent Change	

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2016-2017 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2016-2017 & 2017-2018
Medical 0% Dental 5% - Same ER Contribution %

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	2017-2018 Total Premium	2017-2018 ER Contribution	2017-2018 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ -	0.00%
Dental (US & Mex)	$ 124,298.40	$ 76,052.42	$ 48,245.98	$ 130,518.24	$ 79,859.07	$ 50,659.17	$ 3,806.65	5.01%
Vision	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ -	0.00%
Short Term Disability	$ 58,374.00	$ 58,374.00	$ -	$58,374.00	$ 58,374.00	$ -	$ -	0.00%
Long Term Disability	$ 6,429.60	$ 6,429.60	$ -	$6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$ 19,311.60	$ 19,311.60	$ -	$19,311.60	$ 19,311.60	$ -	$ -	0.00%
Transwestern	$ 2,955.60	$ -	$ 2,955.60	$ 3,646.80	$ -	$ 3,646.80		0.00%
Total Budget Requirements	$ 2,534,465.04	$ 2,076,315.80	$ 458,149.24	$ 2,541,376.08	$ 2,080,122.45	$ 461,253.63	$ 3,806.65	0.18%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$0.00	0.00%
Dental Premium	$6,219.84	5.00%

Summary

Medical	Increase in Total Premium	$0.00
	Employer Portion	$0.00
	Employee Portion	$0.00
Dental	Increase in Total Premium	$6,219.84
	Employer Portion	$3,806.65
	Employee Portion	$2,413.19
Total Changes:	All Benefits	**$6,911.04**
	ER	**$3,806.65**
	EE	**$3,104.39**

Employer & Employee Contribution Calculations - Renewal Plan — Medical 0% Dental 5% - Same ER Contribution $

2017-2018

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 36.50	$ 3,942.00	$ 3,754.08	$ 187.92	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 73.00	$438.00	$ 163.20	$ 274.80				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 73.00	$ 1,752.00	$ 652.80	$ 1,099.20				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 91.12	$ 2,551.36	$ 950.60	$ 1,600.76	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 16.29	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 32.57	$ 227.99	$ 84.98	$ 143.01				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 32.57	$ 488.55	$ 182.10	$ 306.45				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 43.43	$ 1,476.62	$ 550.12	$ 926.50				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,876.52**	**$ 6,337.88**	**$ 4,538.64**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 130,518.24**	**$ 76,054.60**	**$ 54,463.64**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$204,467.84**
Employer Contribution Monthly	**$166,016.90**
Annual Total	**$2,453,614.08**
Changes from Current:	
Dollar Change	$ 6,219.84
Percent Change	0.25%

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2017-2018 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL				
US & Mexico				
Employer %	95.23%	37.26%	37.26%	37.26%
Employee %	0.00%	62.74%	62.74%	62.74%
Mexico				
Employer %	95.21%	37.27%	37.27%	37.26%
Employee %	0.00%	62.73%	62.73%	62.74%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Current Premium Rates 07-01-2016 to 6-30-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 34.76	$ 3,754.08	$ 3,754.08	$ -	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$ 417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 69.52	$ 1,668.48	$ 652.74	$ 1,015.74				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 86.78	$ 2,429.84	$ 950.60	$ 1,479.24	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 15.51	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 31.02	$ 217.14	$ 84.95	$ 132.19				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 41.36	$ 1,406.24	$ 550.12	$ 856.12				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,358.20**	**$ 6,337.70**	**$ 4,020.50**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 124,298.40**	**$ 76,052.42**	**$ 48,245.98**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$203,949.52**
Employer Contribution Monthly	**$166,016.72**
Annual Total	**$2,447,394.24**
Changes from Current:	
Dollar Change	
Percent Change	

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2016-2017 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2016-2017 & 2017-2018
Medical 0% Dental 5% - Same ER Contribution $

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	2017-2018 Total Premium	2017-2018 ER Contribution	2017-2018 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ -	0.00%
Dental (US & Mex)	$ 124,298.40	$ 76,052.42	$ 48,245.98	$ 130,518.24	$ 76,054.60	$ 54,463.64	$ 2.18	0.00%
Vision	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ -	0.00%
Short Term Disability	$ 58,374.00	$ 58,374.00	$ -	$ 58,374.00	$ 58,374.00	$ -	$ -	0.00%
Long Term Disability	$ 6,429.60	$ 6,429.60	$ -	$ 6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$ 19,311.60	$ 19,311.60	$ -	$ 19,311.60	$ 19,311.60	$ -	$ -	0.00%
Transwestern	$ 2,955.60	$ -	$ 2,955.60	$ 3,646.80	$ -	$ 3,646.80		0.00%
Total Budget Requirements	$ 2,534,465.04	$ 2,076,315.80	$ 458,149.24	$ 2,541,376.08	$ 2,076,317.97	$ 465,058.11	$ 2.18	0.00%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$0.00	0.00%
Dental Premium	$6,219.84	5.00%

Summary

Medical	Increase in Total Premium	$0.00
	Employer Portion	$0.00
	Employee Portion	$0.00
Dental	Increase in Total Premium	$6,219.84
	Employer Portion	$2.18
	Employee Portion	$6,217.66
Total Changes:	All Benefits	**$6,911.04**
	ER	**$2.18**
	EE	**$6,908.86**

Employer & Employee Contribution Calculations - Renewal Plan — Medical 5% Dental 15% - Same ER Contribution %

2017-2018

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 606.35	$ 64,879.45	$ 64,879.45	$ -	$ 39.97	$ 4,316.76	$ 4,316.76	$ -	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,258.30	$ 12,583.00	$ 9,437.25	$ 3,145.75	$ 79.95	$479.70	$ 187.67	$ 292.03				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,258.30	$ 56,623.50	$ 42,467.63	$ 14,155.88	$ 79.95	$ 1,918.80	$ 750.67	$ 1,168.13				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,924.85	$ 42,346.70	$ 31,760.03	$ 10,586.68	$ 99.80	$ 2,794.40	$ 1,093.23	$ 1,701.17	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 220.95	$ 220.95	$ 220.95	$ -	$ 17.84	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 458.47	$ 916.94	$ 687.71	$ 229.24	$ 35.67	$ 249.69	$ 97.68	$ 152.01				
Medical, Dental & Vision	Mexico-Employee & Children	$ 458.47	$ 3,209.29	$ 2,406.97	$ 802.32	$ 35.67	$ 535.05	$ 209.32	$ 325.73				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 669.48	$ 18,745.44	$ 14,059.08	$ 4,686.36	$ 47.56	$ 1,617.04	$ 632.62	$ 984.42				
	Monthly Premium Totals		**$ 199,525.27**	**$ 165,919.05**	**$ 33,606.22**		**$ 11,911.44**	**$ 7,287.95**	**$ 4,623.49**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,394,303.24**	**$ 1,991,028.63**	**$ 403,274.61**		**$ 142,937.28**	**$ 87,455.41**	**$ 55,481.87**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$215,003.60**
Employer Contribution Monthly	**$174,867.50**
Annual Total	**$2,580,043.20**
	Changes from Current:
	Dollar Change $ 132,648.96
	Percent Change 5.14%

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2017-2018 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL				
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Current Premium Rates 07-01-2016 to 6-30-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 34.76	$ 3,754.08	$ 3,754.08	$ -	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$ 417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 69.52	$ 1,668.48	$ 652.74	$ 1,015.74				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 86.78	$ 2,429.84	$ 950.60	$ 1,479.24	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 15.51	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 31.02	$ 217.14	$ 84.95	$ 132.19				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 41.36	$ 1,406.24	$ 550.12	$ 856.12				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,358.20**	**$ 6,337.70**	**$ 4,020.50**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 124,298.40**	**$ 76,052.42**	**$ 48,245.98**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$203,949.52**
Employer Contribution Monthly	**$166,016.72**
Annual Total	**$2,447,394.24**
	Changes from Current:
	Dollar Change
	Percent Change

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2016-2017 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2016-2017 & 2017-2018
Medical 5% Dental 15% - Same ER Contribution %

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	2017-2018 Total Premium	2017-2018 ER Contribution	2017-2018 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ 2,394,303.24	$ 1,991,028.63	$ 403,274.61	$ 94,806.39	5.00%
Dental (US & Mex)	$ 124,298.40	$ 76,052.42	$ 48,245.98	$ 142,937.28	$ 87,455.41	$ 55,481.87	$ 11,402.98	14.99%
Vision	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ -	0.00%
Short Term Disability	$58,374.00	$ 58,374.00	$ -	$58,374.00	$ 58,374.00	$ -	$ -	0.00%
Long Term Disability	$6,429.60	$ 6,429.60	$ -	$6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$19,311.60	$ 19,311.60	$ -	$19,311.60	$ 19,311.60	$ -	$ -	0.00%
Transwestern	$ 2,955.60	$ -	$ 2,955.60	$ 3,646.80	$ -	$ 3,646.80		0.00%
Total Budget Requirements	$ 2,534,465.04	$ 2,076,315.80	$ 458,149.24	$ 2,667,805.20	$ 2,182,525.17	$ 485,280.03	$ 106,209.37	4.87%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$114,010.08	5.00%
Dental Premium	$18,638.88	15.00%

Summary

Medical	Increase in Total Premium	$114,010.08
	Employer Portion	$94,806.39
	Employee Portion	$19,203.69
Dental	Increase in Total Premium	$18,638.88
	Employer Portion	$11,402.98
	Employee Portion	$7,235.90
Total Changes:	All Benefits	**$133,340.16**
	ER	**$106,209.37**
	EE	**$27,130.79**

Employer & Employee Contribution Calculations - Renewal Plan — Medical 5% Dental 15% - Same ER Contribution $

2017-2018

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 606.35	$ 64,879.45	$ 61,790.34	$ 3,089.11	$ 39.97	$ 4,316.76	$ 3,754.08	$ 562.68	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,258.30	$ 12,583.00	$ 8,987.90	$ 3,595.10	$ 79.95	$479.70	$ 163.20	$ 316.50				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,258.30	$ 56,623.50	$ 40,445.54	$ 16,177.96	$ 79.95	$ 1,918.80	$ 652.80	$ 1,266.00				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,924.85	$ 42,346.70	$ 30,247.57	$ 12,099.13	$ 99.80	$ 2,794.40	$ 950.60	$ 1,843.80	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 220.95	$ 220.95	$ 210.43	$ 10.52	$ 17.84	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 458.47	$ 916.94	$ 654.96	$ 261.98	$ 35.67	$ 249.69	$ 84.98	$ 164.71				
Medical, Dental & Vision	Mexico-Employee & Children	$ 458.47	$ 3,209.29	$ 2,292.36	$ 916.93	$ 35.67	$ 535.05	$ 182.10	$ 352.95				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 669.48	$ 18,745.44	$ 13,389.61	$ 5,355.83	$ 47.56	$ 1,617.04	$ 550.12	$ 1,066.92				
	Monthly Premium Totals		**$ 199,525.27**	**$ 158,018.71**	**$ 41,506.56**		**$ 11,911.44**	**$ 6,337.88**	**$ 5,573.56**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,394,303.24**	**$ 1,896,224.55**	**$ 498,078.69**		**$ 142,937.28**	**$ 76,054.55**	**$ 66,882.73**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$215,003.60**
Employer Contribution Monthly	**$166,017.09**
Annual Total	**$2,580,043.20**
	Changes from Current:
	Dollar Change $132,648.96
	Percent Change 5.14%

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2017-2018 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	95.24%	71.43%	71.43%	71.43%
Employee %	0.00%	28.57%	28.57%	28.57%
Mexico				
Employer %	95.24%	71.43%	71.43%	71.43%
Employee %	0.00%	28.57%	28.57%	28.57%
DENTAL				
US & Mexico				
Employer %	86.97%	34.02%	34.02%	34.02%
Employee %	0.00%	65.98%	65.98%	65.98%
Mexico				
Employer %	86.94%	34.03%	34.03%	34.02%
Employee %	0.00%	65.97%	65.97%	65.98%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Current Premium Rates 07-01-2016 to 6-30-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 61,790.36	$ 61,790.36	$ -	$ 34.76	$ 3,754.08	$ 3,754.08	$ -	$ 10.18	$ 1,180.88	$ 1,180.88	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$ 417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 53,927.10	$ 40,445.33	$ 13,481.78	$ 69.52	$ 1,668.48	$ 652.74	$ 1,015.74				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 40,330.18	$ 30,247.64	$ 10,082.55	$ 86.78	$ 2,429.84	$ 950.60	$ 1,479.24	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 210.43	$ 210.43	$ -	$ 15.51	$ -	$ -	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 873.28	$ 654.96	$ 218.32	$ 31.02	$ 217.14	$ 84.95	$ 132.19				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 3,056.48	$ 2,292.36	$ 764.12	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 17,852.80	$ 13,389.60	$ 4,463.20	$ 41.36	$ 1,406.24	$ 550.12	$ 856.12				
	Monthly Premium Totals		**$ 190,024.43**	**$ 158,018.52**	**$ 32,005.91**		**$ 10,358.20**	**$ 6,337.70**	**$ 4,020.50**		**$ 3,566.89**	**$ 1,660.49**	**$ 1,906.40**
	Annual Premium Totals		**$ 2,280,293.16**	**$ 1,896,222.24**	**$ 384,070.92**		**$ 124,298.40**	**$ 76,052.42**	**$ 48,245.98**		**$ 42,802.68**	**$ 19,925.93**	**$ 22,876.75**

Combined Monthly Total	**$203,949.52**
Employer Contribution Monthly	**$166,016.72**
Annual Total	**$2,447,394.24**
	Changes from Current:
	Dollar Change
	Percent Change

Enrollment Counts	Medical	Dental			Vision
US-Single	107	108			116
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	45	24			
US-Family	22	28			109
MX-Single	1	0			
MX-Employee + Spouse	2	7			
MX-Employee + Child(ren)	7	15			
MX-Family	28	34			
	222	**222**			**225**

Short Term Disability	$58,374.00
Long Term Disability	$6,429.60
Basic Life Insurance	$19,311.60

2016-2017 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2016-2017 & 2017-2018
Medical 5% Dental 15% - Same ER Contribution $

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	2017-2018 Total Premium	2017-2018 ER Contribution	2017-2018 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,280,293.16	$ 1,896,222.24	$ 384,070.92	$ 2,394,303.24	$ 1,896,224.55	$ 498,078.69	$ 2.31	0.00%
Dental (US & Mex)	$ 124,298.40	$ 76,052.42	$ 48,245.98	$ 142,937.28	$ 76,054.55	$ 66,882.73	$ 2.12	0.00%
Vision	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ 42,802.68	$ 19,925.93	$ 22,876.75	$ -	0.00%
Short Term Disability	$ 58,374.00	$ 58,374.00	$ -	$ 58,374.00	$ 58,374.00	$ -	$ -	0.00%
Long Term Disability	$ 6,429.60	$ 6,429.60	$ -	$ 6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$ 19,311.60	$ 19,311.60	$ -	$ 19,311.60	$ 19,311.60	$ -	$ -	0.00%
Transwestern	$ 2,955.60	$ -	$ 2,955.60	$ 3,646.80	$ -	$ 3,646.80		0.00%
Total Budget Requirements	$ 2,534,465.04	$ 2,076,315.80	$ 458,149.24	$ 2,667,805.20	$ 2,076,320.23	$ 591,484.97	$ 4.44	0.00%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$114,010.08	5.00%
Dental Premium	$18,638.88	15.00%

Summary

Medical	Increase in Total Premium	$114,010.08
	Employer Portion	$2.31
	Employee Portion	$114,007.77
Dental	Increase in Total Premium	$18,638.88
	Employer Portion	$2.12
	Employee Portion	$18,636.76
Total Changes:	All Benefits	**$133,340.16**
	ER	**$4.44**
	EE	**$133,335.72**

Employer & Employee Contribution Calculations - Renewal Plan

2016-2017

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 577.48	$ 62,367.84	$ 62,367.84	$ -	$ 34.76	$ 3,476.00	$ 3,476.00	$ -	$ 10.18	$ 1,119.80	$ 1,119.80	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,198.38	$ 11,983.80	$ 8,987.85	$ 2,995.95	$ 69.52	$417.12	$ 163.19	$ 253.93				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,198.38	$ 51,530.34	$ 38,647.76	$ 12,882.59	$ 69.52	$ 1,529.44	$ 598.35	$ 931.09				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,833.19	$ 31,164.23	$ 23,373.17	$ 7,791.06	$ 86.78	$ 2,343.06	$ 916.65	$ 1,426.41	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 210.43	$ 420.86	$ 420.86	$ -	$ 15.51	$ 31.02	$ 31.02	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 436.64	$ 436.64	$ 327.48	$ 109.16	$ 31.02	$ 124.08	$ 48.54	$ 75.54				
Medical, Dental & Vision	Mexico-Employee & Children	$ 436.64	$ 4,366.40	$ 3,274.80	$ 1,091.60	$ 31.02	$ 465.30	$ 182.03	$ 283.27				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 637.60	$ 19,128.00	$ 14,346.00	$ 4,782.00	$ 41.36	$ 1,778.48	$ 695.78	$ 1,082.70				
	Monthly Premium Totals		**$ 181,398.11**	**$ 151,745.76**	**$ 29,652.35**		**$ 10,164.50**	**$ 6,111.56**	**$ 4,052.94**		**$ 3,505.81**	**$ 1,632.06**	**$ 1,873.75**
	Annual Premium Totals		**$ 2,176,777.32**	**$ 1,820,949.09**	**$ 355,828.23**		**$ 121,974.00**	**$ 73,338.71**	**$ 48,635.29**		**$ 42,069.72**	**$ 19,584.72**	**$ 22,485.00**

Combined Monthly Total	**$195,068.42**
Employer Contribution Monthly	**$159,489.38**
Annual Total	**$2,340,821.04**
	Changes from Current:
	Dollar Change
	Percent Change

Enrollment Counts	Medical	Dental			Vision
US-Single	108	100			110
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	43	22			
US-Family	17	27			109
MX-Single	2	2			
MX-Employee + Spouse	1	4			
MX-Employee + Child(ren)	10	15			
MX-Family	30	43			
	221	**219**			**219**

Short Term Disability	$51,379.44
Long Term Disability	$6,429.60
Basic Life Insurance	$18,242.28

2016-2017 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL				
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION				
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Current Premium Rates 07-01-2015 to 6-30-2016

Coverage	Enrollment Tier	Medical Rate	Medical Premium	Employer Contribution Medical	Employee Contribution Medical	Dental Rate	Dental Premium	Employer Contribution Dental	Employee Contribution Dental	Vision Rate	Vision Premium	Employer Contribution Vision	Employee Contribution Vision
Medical, Dental & Vision	US & Mexico-Employee Cost	$ 541.73	$ 58,506.84	$ 58,506.84	$ -	$ 32.61	$ 3,261.00	$ 3,261.00	$ -	$ 10.18	$ 1,119.80	$ 1,119.80	$ -
Medical, Dental & Vision	US & Mexico-Spouse Cost	$ 1,124.18	$ 11,241.80	$ 8,431.35	$ 2,810.45	$ 65.22	$ 391.32	$ 153.09	$ 238.23				
Medical, Dental & Vision	US & Mexico-Child(ren) Cost	$ 1,124.18	$ 48,339.74	$ 36,254.81	$ 12,084.94	$ 65.22	$ 1,434.84	$ 561.34	$ 873.50				
Medical, Dental & Vision	Us & Mexico-Spouse & Child(ren) Cost	$ 1,719.69	$ 29,234.73	$ 21,926.05	$ 7,308.68	$ 81.81	$ 2,208.87	$ 864.15	$ 1,344.72	$ 21.89	$ 2,386.01	$ 1,110.76	$ 1,275.25
Medical, Dental & Vision	Mexico-Employee	$ 197.40	$ 394.80	$ 394.80	$ -	$ 14.55	$ 29.10	$ 29.10	$ -				
Medical, Dental & Vision	Mexico-Employee & Spouse	$ 409.61	$ 409.61	$ 307.21	$ 102.40	$ 29.10	$ 116.40	$ 45.54	$ 70.86				
Medical, Dental & Vision	Mexico-Employee & Children	$ 409.61	$ 4,096.10	$ 3,072.08	$ 1,024.03	$ 29.10	$ 436.50	$ 170.76	$ 265.74				
Medical, Dental & Vision	Mexico-Emp, Spouse & Child(ren) Cost	$ 598.12	$ 17,943.60	$ 13,457.70	$ 4,485.90	$ 38.80	$ 1,668.40	$ 652.68	$ 1,015.72				
	Monthly Premium Totals		**$ 170,167.22**	**$ 142,350.83**	**$ 27,816.40**		**$ 9,546.43**	**$ 5,737.66**	**$ 3,808.77**		**$ 3,505.81**	**$ 1,632.06**	**$ 1,873.75**
	Annual Premium Totals		**$ 2,042,006.64**	**$ 1,708,209.90**	**$ 333,796.74**		**$ 114,557.16**	**$ 68,851.88**	**$ 45,705.28**		**$ 42,069.72**	**$ 19,584.72**	**$ 22,485.00**

Combined Monthly Total	**$183,219.46**
Employer Contribution Monthly	**$149,720.54**
Annual Total	**$2,198,633.52**
	Changes from Current:
	Dollar Change
	Percent Change

Enrollment Counts	Medical	Dental			Vision
US-Single	108	100			110
US-Employee + Spouse	10	6			
US-Employee + Child(ren)	43	22			
US-Family	17	27			109
MX-Single	2	2			
MX-Employee + Spouse	1	4			
MX-Employee + Child(ren)	10	15			
MX-Family	30	43			
	221	**219**			**219**

Short Term Disability	$51,379.44
Long Term Disability	$6,429.60
Basic Life Insurance	$18,242.28

2015-2016 Contribution Assumptions

MEDICAL	EE Only	EE/Spouse	EE/Children	Family
US & Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
Mexico				
Employer %	100.00%	75.00%	75.00%	75.00%
Employee %	0.00%	25.00%	25.00%	25.00%
DENTAL	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
US & Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
Mexico				
Employer %	100.00%	39.12%	39.12%	39.12%
Employee %	0.00%	60.88%	60.88%	60.88%
VISION	**EE Only**	**EE/Spouse**	**EE/Children**	**Family**
Employer %	100.00%	N/A	N/A	46.55%
Employee %	0.00%	N/A	N/A	53.45%

Contribution Comparison 2015-2016 & 2016-2017

Contribution Changes Employee Benefits - Employer (ER), Employee (EE)

	Current Plan			Renewal Option				
	2015-2016 Total Premium	2015-2016 ER Contribution	2015-2016 EE Contribution	2016-2017 Total Premium	2016-2017 ER Contribution	2016-2017 EE Contribution	ER Difference Contribution	% Change
Medical (US & Mex)	$ 2,042,006.64	$ 1,708,209.90	$ 333,796.74	$ 2,176,777.32	$ 1,820,949.09	$ 355,828.23	$ 112,739.19	6.60%
Dental (US & Mex)	$ 114,557.16	$ 68,851.88	$ 45,705.28	$ 121,974.00	$ 73,338.71	$ 48,635.29	$ 4,486.83	6.52%
Vision	$ 42,069.72	$ 19,584.72	$ 22,485.00	$ 42,069.72	$ 19,584.72	$ 22,485.00	$ -	0.00%
Short Term Disability	$47,490.36	$ 47,490.36	$ -	$51,379.44	$ 51,379.44	$ -	$ 3,889.08	8.19%
Long Term Disability	$6,429.60	$ 6,429.60	$ -	$6,429.60	$ 6,429.60	$ -	$ -	0.00%
Basic Life	$16,885.68	$ 16,885.68	$ -	$18,242.28	$ 18,242.28	$ -	$ 1,356.60	8.03%
Transwestern	$ 2,955.60	$ -	$ 2,955.60	$ 3,646.80	$ -	$ 3,646.80		0.00%
Total Budget Requirements	$ 2,272,394.76	$ 1,867,452.14	$ 404,942.62	$ 2,420,519.16	$ 1,989,923.84	$ 430,595.32	$ 122,471.70	6.56%

Premium Increases	**$**	**%**
Medical Premium (US & Mexico)	$134,770.68	6.60%
Dental Premium	$7,416.84	6.47%

Summary

Medical	Increase in Total Premium	$134,770.68
	Employer Portion	$112,739.19
	Employee Portion	$22,031.49
Dental	Increase in Total Premium	$7,416.84
	Employer Portion	$4,486.83
	Employee Portion	$2,930.01
Total Changes:	All Benefits	**$148,124.40**
	ER	**$122,471.70**
	EE	**$25,652.70**

APPROVED by Council
Date: 7/12/2017
Clerks Office: SC

MINUTES
Budget Retreat
City of San Luis
Talking Stick Resort
9800 E. Indian Bend Rd.
Scottsdale, AZ 85256
April 28, 2017 starting at 5:00 p.m.
April 29, 2017 starting at 8:00 a.m.

THE PUBLIC MAY ATTEND AND LISTEN TO THE PROCEEDINGS EITHER AT TALKING STICK RESORT LOCATED AT 9800 E. INDIAN BEND RD., SCOTTSDALE, AZ 85256 OR VIA LIVE STREAMING AT THE CITY COUNCIL CHAMBERS IN CITY HALL LOCATED AT 1090 E. UNION STREET, SAN LUIS, ARIZONA, 85349..

1. **CALL TO ORDER:** Mayor Gerardo Sanchez called the Budget Retreat to order on April 28, 2017 at approximately 5:05 p.m.

PRESENT:
Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Gloria Torres
Council Member Mario Buchanan Jr.-arrived at approximately 6:20 p.m.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Ruben Walshe-arrived at approximately 5:11 p.m.

OTHERS PRESENT:
Tadeo De La Hoya, Interim City Manager
Ralph Velez, City Consultant
Sonia Cornelio, City Clerk
Aracely De La Hoya, Senior Services Director
Carlos Cortes, Assistant Finance Director
Christine Hagen, Management Analyst
Craig Higgins, Chief of Police
Derek Dueñas, IT Manager
Eulogio Vera, Public Works Director
Francia Alonso, Administrative Assistant
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Jorge Perez, Utilities Administrative Coordinator
Jose Guzman, Acting Planning & Zoning Director
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Kristin McManus, Magistrate
Laura Herrera, PIO / Assistant to Mayor and Council
Lizandro Galaviz, Parks & Recreation Director
Manuel Rojas, Assistant Public Works Director
Miguel Ramirez, Accountant
Olivia Jenkins, Human Resources Director

Salvador Sandoval, Lead Mechanic
Yolanda Dueñas, Fleet/Facilities Manager

2. DISCUSSION ITEMS, NO ACTION WILL BE TAKEN

2. A. Discussion on any and all matters regarding the proposed changes to the City of San Luis benefits plan for Fiscal Year 2017-2018 presented by Ms. Susan Posada, City of San Luis Benefits Consultant. (April 28, 2017)

Ms. Susan Posada, City of San Luis Benefits Consultant, made a presentation regarding the City of San Luis benefits plan for Fiscal Year 2017-2018. She informed that this year the claims came down low and for this reason there will be no significant increase on the medical plans. She explained the proposed changes to the plan including Major Fees, SIARMED, and Stop Loss Carrier. She informed that the renewal will increased by 5%, for the US/Mexico Plan there are no changes. Furthermore, she added that the City is currently looking into not passing any increases to the employee. Ms. Posada informed that changes will be made to the Mexico Plan as follows, copay will decrease from $10 to $5 per visit; radiology will decrease from $35 to $25, prescriptions will decrease from $5/$10 to $3/$6; emergency room $250; urgent care from $35 to $25. She stated that the reason for the increase is that the trust needs to be kept viable, if it does not have enough funds then these benefits cannot be provided. Ms. Posada informed that there have been no changes on the dental plan but there was an increase of 5%. The Vision Plan had light increase from $10.18 to $10.70. She mentioned that during this year the City added Tele-doctor, the plan pays for all employees. These services are provided 24/7, a prescription will be send to the pharmacy. Short Term Disability increased by 7.8%; Stop Loss Carrier had an increase of 4.9%, this is what determines how the rates are set. Ms. Posada informed that a contract for three (3) years has been negotiated with SIARMED and not to increase their fees, administrative and provider fees. The network fees increased by 1.61%. On dental insurance there was an increase of 13.83%, in Mexico there was a decrease. The total cost increase estimate will be approximately $122,646.00, the recommendation is that the City takes over the increase and not pass it on to the employees.

Discussion between Mayor, City Council and Ms. Posada occurred.

Mayor Gerardo Sanchez thanked Ms. Posada for her presentation.

2. B. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2017-2018 Budget. (April 28, 2017)

Police Department

Mr. Craig Higgins, Chief of Police made a power point presentation which included the San Luis Police mission statement, services provided by the Police Department, Police Department organization, accomplishments, goals and objectives for FY 17-18,

and FY 17-18 budget requests. A copy of the power point presentation is in file with the complete agenda packet in the City Clerk's Department.

Mayor Gerardo Sanchez stated that the importance of public safety is imperative, adding that services are expensive but it is important that the community receives quality service.

Discussion between the City Council and Mr. Higgins occurred.

City Clerk' Office

Mrs. Sonia Cornelio, City Clerk, explained her requests for fiscal year 2017-2018. (No power point presentation made)

Utilities Department

Mr. Jorge Perez, Utilities Administrative Coordinator, made a power point presentation which included Goals & Objectives, Mission Statement, Billing & Collections Organizational Chart for FY 2017-2018, Promotion Requests, Enhancing Our Customer Service, Electronic Payments, Department Information, and Trainings. A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

Discussion between the City Council and Department Heads occurred.

MOTION: Council Member Mario Buchanan Jr. / Council Member Ruben Walshe to recess the meeting recessed at approximately 6:52 p.m. Motion passed unanimously.

MOTION: Council Member M. Buchanan Jr. / Council Member R. Walshe to reconvene the Budget Retreat meeting at approximately 8:16 a.m. on April 29, 2017. Motion passed unanimously.

PRESENT:
Mayor Gerardo Sanchez
Vice Mayor Matias Rosales
Council Member Gloria Torres
Council Member Mario Buchanan Jr
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Ruben Walshe

OTHERS PRESENT:
Tadeo De La Hoya, Interim City Manager
Ralph Velez, City Consultant
Sonia Cornelio, City Clerk
Aracely De La Hoya, Senior Services Director
Carlos Cortes, Assistant Finance Director
Christine Hagen, Management Analyst
Derek Dueñas, IT Manager

Eulogio Vera, Public Works Director
Francia Alonso, Administrative Assistant
Hank Green, Fire Chief
Jenny Torres, Community Development Director
Jorge Perez, Utilities Administrative Coordinator
Jose De La Vara, City Prosector
Jose Guzman, Acting Planning & Zoning Director
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Kristin McManus, Magistrate
Laura Herrera, PIO / Assistant to Mayor and Council
Lizandro Galaviz, Parks & Recreation Director
Manuel Rojas, Assistant Public Works Director
Miguel Ramirez, Accountant
Olivia Jenkins, Human Resources Director
Salvador Sandoval, Lead Mechanic
Yolanda Dueñas, Fleet/Facilities Manager

Mayor Gerardo Sanchez asked each Council Member to provide their feedback on department expectations and vision for the future.

Council Member Africa Luna-Carrasco stated that she is very happy with the progress made during the last year. She stated that she understands that many projects need to be accomplished.

Council Member Gloria Torres thanked all employees for their work; she stated that money is an issue but hopes this year will be better than last year.

Council Member Maria Cecilia Ramos stated that she appreciates all departments working together; she thanked everybody for making the City of San Luis the 7th safest city in Arizona. She thanked all city employees for all their hard work.

Vice-Mayor Matias Rosales stated that his vision is to continue growing and working together; he stated that difference can be seen by keeping communication open, continue team work, effort and continue to improve customer services.

Council Member Mario Buchanan Jr. asked everybody to keep up the good work; he stated that the City Council expects a lot from everybody. He asked to continue to treat citizens correct and added that he appreciates everything that has been done by city employees.

Council Member Ruben Walshe encouraged everybody to continue working together and continue to provide an excellent service to the community. He added that he appreciates all employees.

Mayor Gerardo Sanchez stated that it has been a long journey; thanked everybody for all is done and stated that employees need to work in providing great customer service. He stated that he expects more from everybody. He added that the City Council has been working in cleaning issues form 12-15 years ago. He thanked the City Council as without their support the City would not be functioning.

2. C. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2017-2018 Budget. (April 29, 2017)

Finance Department

Mr. Carlos Cortes, Assistant Finance Director, made a power point presentation which included Budget Process for Fiscal Year 2017-2018, Revenues, Expenditures, Intergovernmental Allocations, Intergovernmental Services, Budget Statement of Revenues, Expenditures and Change in Fund Balances including General Fund & Ambulance Service and Non Major Funds, San Luis Municipal Court Special Revenue Fund – FY 2017 Actuals Budgeted Statement of Revenues, Expenditures and Change in Fund Balances Special Assessments including Component Units & Non Operational /SLDC, Public Works Divisions and City Wide. This power point presentation also included Revenues over Expenditures and Optional Strategies. A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

Discussion between the City Council and Mr. Cortes occurred.

Attorney's Office

Mrs. Kay Marion Macuil, City Attorney, presented her department requests for Fiscal Year 2017-2018. (No power point presentation made)

City Prosecutor's Office

Mr. Jose De La Vara, City Prosecutor, made a power point presentation that included the following: Department's Goals, Long Form Reports, Typical workload, Police Legal Advisor, Advantage of having a second Attorney, Daily duties assigned to Legal Assistant, Advantages of Legal Receptionist, Cost for an Assistant Attorney and Cost of a Legal Secretary. A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

Municipal Court

Ms. Kristen McManus, City Magistrate, presented the Court's wants and needs, budget requests including line item increases and building upgrades, legal representation for defendants, attorney's fees, digital audio video system for courtroom, interpreter position, and community outreach and compliance program. (No power point presentation made)

Discussion between the City Council and Ms. McManus occurred.

Parks & Recreation Department

Mr. Lizandro Galaviz, Parks & Recreation Director, his presentation included the following: Goals & Objectives, 2016-2017 Review of Projects and Activities, Special Events 2017-2018, Special Events (New), Special Events (Cultural Center), Special Events (New Recreation), Parks & Recreations Facilities, Recreation, Youth Center Program, Cultural Center Programs, Facilities (Rental Opportunities), Developing Projects, and Water Feature & Pond (Moctezuma Park). A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

A break was taken at approximately 10:45 a.m. and resumed the meeting at approximately 11:09 a.m.

Senior Services Department

Mrs. Aracely De La Hoya, Senior Services Director, presented her department requests for Fiscal Year 2017-2018. (No power point presentation made)

Community Development Department

Mrs. Jenny Torres, Community Development Director, made a power point presentation which included, Economic Development Plan, What is a Redevelopment Plan?, What are the objectives of the Redevelopment Plan?, Redevelopment Plan Proposed Area: Downtown, Economic Development Incentive Policy, Grant Writer Positions, and Capital Improvement Projects. A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

Discussion between the City Council, Mrs. Torres and staff occurred.

Mr. Ralph Velez, City Consultant, provided details regarding the old Price Center Building, currently occupied by Advanced Call Center Technologies. He explained that the room will need approximately 900 to 1000 sq. yds. of reroofing, it has lots of leaks and needs a lot of work and the investment cost will be approximately $35,000.00 and $500,000.00 to rebuild the roof, this is a priority and needs to be done.

Fire Department

Mr. Hank Green, Fire Chief, made a power point presentation which included the following, Fire Administration Division: Fire Suppression Division, and Ambulance Enterprise Division. A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

Discussion between the City Council and Mr. Green occurred.

Human Resources Department

Ms. Olivia Jenkins, Human Resources Manager, made a PowerPoint presentation which included the following: HR Goals & Accomplishments, and HR Fiscal Year 2017-2018 and/or Increases, HR Resources-Outlook. A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

Mayor Gerardo Sanchez commented on the Salary Survey Classification & Reorganization. He mentioned that this is the second report done during this fiscal year, as on the previous report there were several staff members that did not agreed to the results. He stated that with this new report there will be several changes that will affect various departments. He added that this year this classification will have to be implemented. Furthermore, stated that he agrees to the results of the survey.

Mrs. Jenkins informed that the Classification & Reorganization report is finalized and is ready for adoption, the compensation is still pending, staff is still reviewing the report. She mentioned that she believes that the City is not ready to move forward with the compensation as staff needs to budget for these changes.

Mayor Gerardo Sanchez stated that Mrs. Jenkins point about budgeting for this year to happen is a must. He indicated that even though this is not budgeted for next fiscal year, staff will need to be aware of the outcome to see what can be done.

Mrs. Jenkins informed that the same recommendation done in the first study is the same that came out on this second study.

Discussion between the City Council and Mrs. Jenkins occurred.

Public Works Department

Mr. Eulogio Vera, Public Works Director, made a power point presentation that included the following: Public Works Department, Projects done in Fiscal Year 2016-2017 by the Highway Users, Solid Waste, Waste Water and Water Divisions, Pavement Preservation Project, and Sweeper Activity. A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

Discussion between the City Council, Mr. Vera and staff occurred.

Planning & Zoning Department

Mr. Jose Guzman, Acting Planning & Zoning Department, made a power point presentation that included the following: Goals, Permits Issued – Since July 1, 2016, Residential Permits Issued by Fiscal Year, Building Safety Division Budget Requests Increases, New Position Request – Permit Technician, New Position Request – Code Enforcement Officer,

and New Vehicle Request. A copy of this presentation is in file with the complete agenda packet in the City Clerk's Department.

Discussion between the CityCouncil and Mr. Guzman occurred.

Facilities Department

Mrs. Yolanda Dueñas, Facilities Office Manager, presented her department requests for Fiscal Year 2017-2018. (No power point presentation made)

Discussion between the City Council, Mrs. Dueñas and staff occurred.

A break was taken at approximately 3:40 p.m. and resumed the meeting at approximately 4:02 p.m.

Fleet Department

Mr. Salvador Sandoval, Lead Mechanic, presented his department requests for Fiscal Year 2017-2018. (No power point presentation made)

Discussion between the City Council, Mr. Sandoval and staff occurred.

Mayor Gerardo Sanchez stated that the City Council's, Administration and IT budgets and Capital Improvement Project will be discussed during a Work Session meeting.

Ms. Ketie St. Louis informed that she is planning in presenting the tentative budget during the first meeting in June and the final budget will be adopted on the second meeting that same month.

Mayor Gerardo Sanchez thanked everybody for making their presentations. He asked Mrs. Laura Herrera, Assistant to Mayor and Council/Public Information Officer to make a presentation as to what are her plans for the future.

Mrs. Laura Herrera thanked everybody for the support given throughout this time. She stated that working for the City of San Luis has been the greatest thing that could of have happen to her when she moved to San Luis, AZ. She added that she has been doing her best to keep everybody happy. Furthermore, she added that her plan is to work together with all departments and staff; her plans are to promote the City of San Luis as a great place to live. She thanked the City Council and staff for the support she has received from everybody. Mrs. Herrera informed that her plans for the City Council is to continue to support all Councilmembers. She asked the City Council their expectations are from her.

Vice-Mayor Matias Rosales stated that the City Council would like to see more City promotion in the different meetings as well as in the City's website. He mentioned that he would like to see a video marketing the community.

Ms. Jenny Torres, Community Development Director, stated that her job is to promote the City to outside agencies and added that a video will be coming out in the following weeks. She commented that she believes that Mrs. Herrera's responsibility is to promote the Mayor and City Council to the residents and region about the work that is being done in the community.

Council Member Maria Cecilia Ramos commented that if the City Council and staff continue to work united, San Luis will be a greater city. She stated that when Mayor Gerardo Sanchez makes his presentations during various event you can see that he shows that he is passionate of what he does for the community; she mentioned that she would like to show the community that the Mayor and the City Council love their community and they work together to make San Luis a great place to live and work.

Mayor Gerardo Sanchez stated that he loves his community and represents it with pride.

Mrs. Herrera stated that she agrees with Councilmember Maria Cecilia Ramos and added that she will work to promote the City as a whole.

Mayor Gerardo Sanchez thanked everybody for being present during this budget retreat and for making their presentations. He asked everybody to make San Luis a great City.

3. ADJOURMENT

MOTION: Council Member Mario Buchanan Jr. / Council Member Ruben Walshe to adjourn the Budget Retreat at approximately 4:34 p.m. Motion passed unanimously.

AGENDA
Budget Retreat
City of San Luis

9800 E. Indian Bend Road
Scottsdale, Arizona 85256
April 28, 2017 at 5:00 p.m.
April 29, 2017 at 8:00 a.m.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; ALSO THE PUBLIC MAY ATTEND AND LISTEN TO THE PROCEEDINGS EITHER AT 9800 E. INDIAN BEND ROAD, SCOTTSDALE, ARIZONA, 85256 OR VIA LIVE STREAMING AT THE CITY COUNCIL CHAMBERS IN CITY HALL LOCATED AT 1090 E. UNION STREET, SAN LUIS, ARIZONA, 85349.

1. CALL TO ORDER

2. <u>DISCUSSION ITEMS. NO ACTION WILL BE TAKEN</u>

2. A. Discussion on any and all matters regarding the proposed changes to the City of San Luis benefits plan for Fiscal Year 2017-2018 presented by Ms. Susan Posada, City of San Luis Benefits Consultant. **(April 28, 2017)**

2. B. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2017-2018 Budget. **(April 28, 2017)**

2. C. Discussion and review on any and all matters regarding the proposed City of San Luis Fiscal Year 2017-2018 Budget. **(April 29, 2017)**

3. ADJOURNMENT

DISCUSSION ITEM

Budget Retreat **2.A.**

Meeting Date: 04/28/2017

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

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

ITEM:

Discussion on any and all matters regarding the proposed changes to the City of San Luis benefits plan for Fiscal Year 2017-2018 presented by Ms. Susan Posada, City of San Luis Benefits Consultant. **(April 28, 2017)**

SUMMARY:

Ms. Susan Posada, City of San Luis Benefits Consultant, will be providing a presentation on any and all matters regarding the proposed changes to the City of San Luis benefits plan for Fiscal Year 2017-2018.

SUPPORTING INFORMATION:

DISCUSSION ONLY, NO ACTION.

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:

Discussion only regarding the Employee's Benefit Trust.

Agenda Item Routing Status, Form: 1017
04/28/2017 Budget Retreat (BR)

STATUS	INBOX	ARRIVAL DATE	SUBMIT/APPROVAL DATE & TIME	DAYS IN INBOX	APPROVED BY	VARIABLE INBOX?	ADDED BY	ADDED ON
Created			04/07/2016 08:15 AM		scornelio			
APRV	Stop has been removed		04/07/2016 11:42 AM		scornelio			
ALTERMAP	Stop has been removed		04/07/2016 11:44 AM		scornelio			
APRV	City Attorney		04/09/2016 06:52 AM		Kmacuil			
APRV	Finance Director		04/11/2016 09:03 AM		Kstlouis			
APRV	City Manager		04/11/2016 10:46 AM		Tdelahoya			
FNL APRV			04/11/2016 10:46 AM		Tdelahoya			
COPIED			04/25/2017 08:36 AM		SCornelio			
ALTERMAP	Stop has been removed		04/25/2017 08:43 AM		SCornelio			
APRV	City Clerk (Originator)		04/25/2017 09:10 AM		SCornelio			
APRV	Melissa Lopez		04/25/2017 09:15 AM		mlopez			
APRV	Finance Director		04/25/2017 02:05 PM		Kstlouis			
APRV	City Attorney		04/25/2017 02:35 PM		Kmacuil			
RTRN	City Manager		04/25/2017 05:01 PM		Tdelahoya			
ALTERMAP	City Clerk (Originator)		04/25/2017 05:31 PM		SCornelio			
ALTERMAP	City Manager		04/25/2017 05:32 PM		SCornelio			
APRV	City Clerk (Originator)		04/25/2017 05:32 PM		SCornelio	Yes	SCornelio	04/25/2017
APRV	City Manager		04/25/2017 05:34 PM		Tdelahoya			
FNL APRV			04/25/2017 05:34 PM		Tdelahoya			

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.E.**

Meeting Date: 09/13/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding renewal of the subscription to Westlaw for a 5-year contract. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

The City Attorney's and Prosecutor's Offices share a subscription to Westlaw and wish to renew the subscription which expired in August 2017.

Background

Westlaw is a web-based service tool providing searchable access to the laws and other legal resources. Westlaw's databases include constitutions, statutes, regulations, cases, legal encyclopedias, scholarly articles on the law, legal practice guides, forms, legal news and more.

Renewal

We spent about $9,850.00 per year for two (2) attorneys. For $1,784.00 more per year, the renewal subscription will cover three (3) attorneys (City Attorney, Assistant City Attorney and Prosecutor) and an upgrade to over 2,000 more databases for **$11,634.00 per year**. The contract is for five (5) years, and there will be a 3% increase each year.

Compliance with San Luis Code - Purchasing

Under the San Luis City Code - Purchasing Section 36.02, where there is only one service provider, other quotes or bidding is not required. Here, Westlaw has copyrights to its service and therefore is the only service provider. So, only one quote was provided. We were able to negotiate a lower quote than what was originally given for the third attorney

Staff Request

Staff is requesting that City Council approve a continuation of this essential service for the functioning of the City Attorney's and Prosecutor's Offices.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE RENEWAL OF THE WESTLAW SUBSCRIPTION FOR FIVE (5) YEARS AS PRESENTED AND AUTHORIZE THE APPROPRIATE STAFF TO EXECUTE THE CONTRACT AND TAKE ALL ACTIONS AS MAY BE NECESSARY TO PUT THE CONTRACT INTO EFFECT.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$6,140.00
BUDGETED AMOUNT:	$15,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Dues & Subscriptions GL # 100-116-60020 $14,453.12

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

City Attorney's Budget pays for two-thirds (2/3) of the total for the two (2) attorneys (City Attorney Macuil and Assistant City Attorney Gimbut) the other one-third (1/3) is paid out of the Prosecutor's budget for the one (1) attorney (Prosecutor de la Vara). This contract will start in mid September. So for this fiscal year, it will be from mid September 2017 through June 2018 for a total of nine and a half (9-1/2) months.

Total for the nine and a half (9-1/2) months is $969.50 per month x 9.5 months = $9,210.25
Two-thirds (2/3) portion for the City Attorney's Office is ($9,210.25 x 2) / 3
$18,420.50 / 3 = $6,140.17 Round off to $6,140.00

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$3,070.00
BUDGETED AMOUNT:	Prosecutor $10,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Dues & Subscriptions GL#100-118-60020 $9,698.56

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

The Prosecutor's budget pays for one-third (1/3) of the total for the one (1) attorney (Prosecutor de la Vara). City Attorney's Budget pays for the other two-thirds (2/3) of the total for the two (2) attorneys (City Attorney Macuil and Assistant City Attorney Gimbut). This contract will start in mid September. So for this fiscal year, it will be from mid September 2017 through June 2018 for a total of nine and a half (9-1/2) months.

Total for the nine and a half (9-1/2) months is $969.50 per month x 9.5 months = $9,210.25
One-third (1/3) portion for the Prosecutor's Office is $9,210.25 / 3 = $ 3,070.08 Round off to $3,070.00

Attachments

West Law Contract
West Law Research on Line

THOMSON REUTERS

Order Form Order ID: Q-00078219

Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000719265

SAN LUIS CITY ATTORNEY

1090 E UNION ST
SAN LUIS
AZ, 85349-1170
US

Shipping Address

Account #: 1000719265

SAN LUIS CITY ATTORNEY

1090 E UNION ST
SAN LUIS
AZ, 85349-1170
US

Billing Address

Account #: 1000719265

SAN LUIS CITY ATTORNEY

1090 E UNION ST
SAN LUIS
AZ, 85349-1170
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	$969.50	60	3%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For NON-ProFlex Online/Practice Solutions/Software Products: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then-current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Post Renewal Term for ProFlex Products . Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Window Products. Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may

cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of thi8ds order, no further action is needed.

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Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/sch-a-caselogistix.pdf

The General Terms and Conditions, apply to all products ordered, except print and is located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf

The General Terms and Conditions for Federal Subscribers are located at http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf . If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal

- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

ACKNOWLEDGEMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order From on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

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This Order Form will expire and will not be accepted after 10/16/2017.

Attachment Order ID: Q-00078219

Contact your representative nate.whaley@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00078219

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000719265

PO Number:

SA ID:

GSA Funding:

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Janet Taylor

Email: jtaylor@cityofsanluis.org

ProFlex Multiple Location Details			
Account Number	**Account Name**	**Account Address**	**Action**
1000719265	SAN LUIS CITY ATTORNEY	1090 E UNION ST SAN LUIS AZ, 85349-1170	New

ProFlex Product Details			
Quantity	**Unit**	**Service Material #**	**Description**
3	Attorneys	42077751	Gvt National Primary Core
3	Attorneys	42077755	Gvt Analytical Plus for Government

Online Contact Information			
User		**Email Address**	**Contact Description**
Janet	Taylor	jtaylor@cityofsanluis.org	EML PSWD CONTACT

IP Address					
From IP Address	**To IP Address**	**From IP Address**	**To IP Address**	**From IP Address**	**To IP Address**

Lapsed Products	
Sub Material	**Active Subscription to be Lapsed**
40988734	Government Select Level 1 States (WestlawNext™)

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WESTLAW™

Tips and Tricks to Get You Started on Westlaw

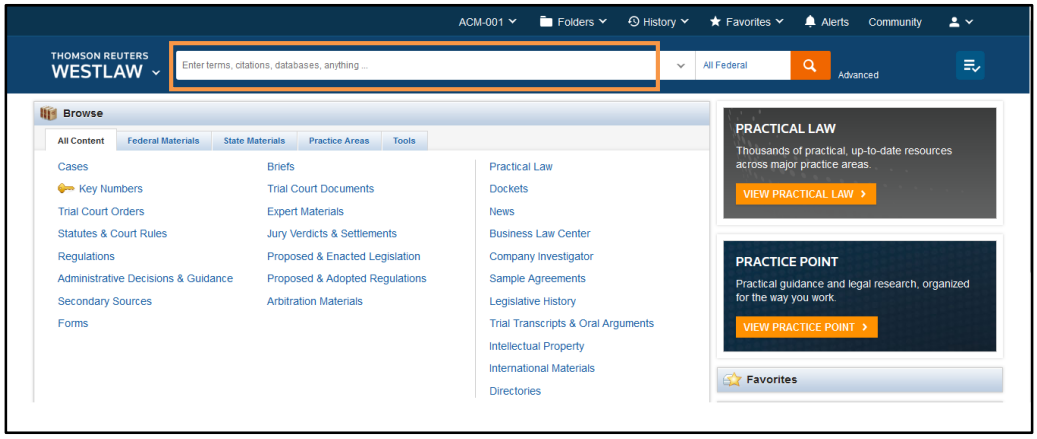
The Search Engine

WestSearch™, a search engine designed specifically for law, is a big part of what separates Westlaw from all other legal research sites. It incorporates over 125 years of proprietary analysis of the law and exclusive tools like Key Numbers, KeyCite®, headnotes, notes of decisions, indexes, and secondary sources to find relevant documents – even if they use phrasing different from your query. WestSearch identifies which documents are most relevant by using search term matching, legal concepts, and document characteristics, then places those documents at the top of the results list.

The Global Search Box

By entering your search query in the global search box on your Westlaw homepage (highlighted below), you are searching the core legal content on Westlaw in a single search.

This content includes cases, Key Numbers, trial court orders, statutes and court rules, regulations, administrative decisions, secondary sources, forms, briefs, trial court documents, expert materials, jury verdicts and settlements, proposed and enacted legislation, proposed and adopted regulations, and arbitration materials.



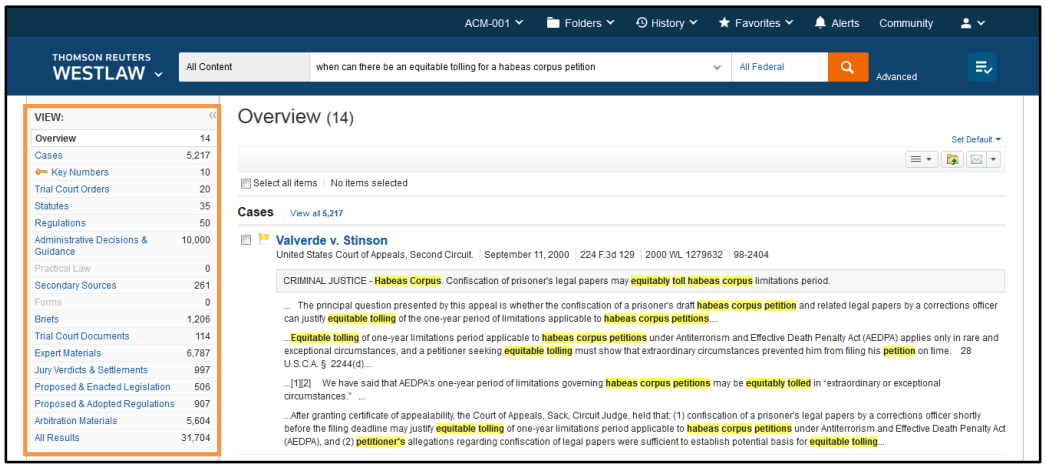
You may notice that all of the core legal content and more categories are listed separately on your homepage under five tabs (*All Content, Federal Materials, State Materials, Practice Areas,* and *Tools*). These tabs allow you to access specific content for those times that you prefer to run a search in one specific content type only (e.g. Florida Cases, or New York Forms). To do this simply click on the appropriate tab and category and run your search from the new content screen.

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In the global search box on Westlaw, you can search by using Plain Language or Boolean Terms and Connectors. Westlaw will recognize which type of a query you are using and perform the search you command.

Results List

After you execute a search, your results will be aggregated on an Overview Page. From this page each Content Type is listed separately on the left hand side of the screen (highlighted below in orange). By clicking on the content type (i.e. Cases, Statutes, Forms...), you can access all of the results for that particular category.



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To find a document by citation on Westlaw, whether it's a case, a statute, a regulation, or an article, simply type the citation into the global search box. It's as simple as that.

Find a Case by Party Name

Begin typing the case name in the global search box and select the case you want from the drop-down list.

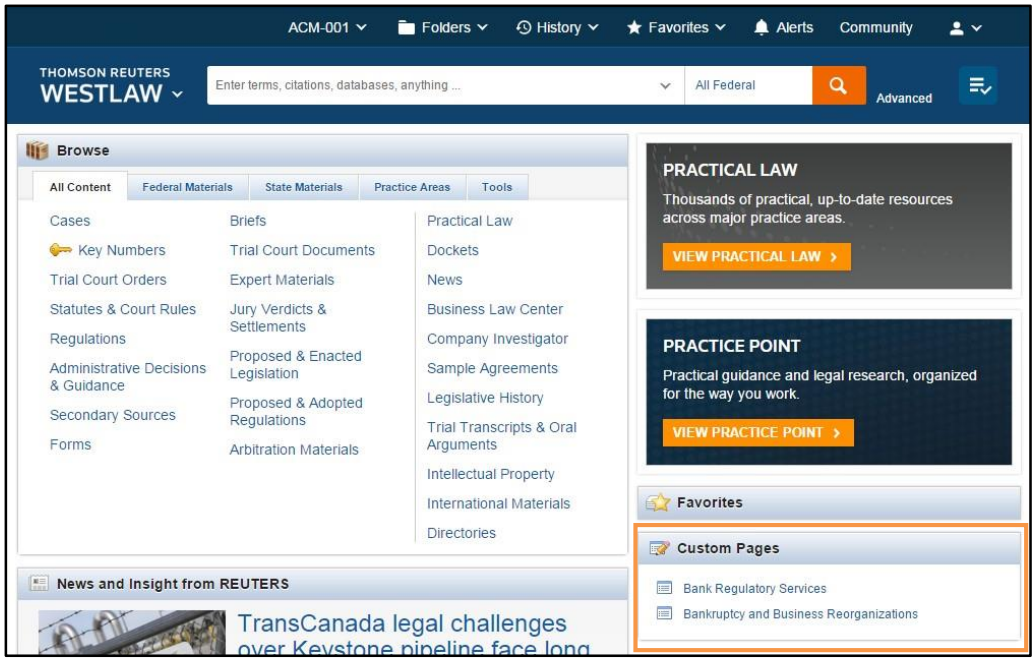
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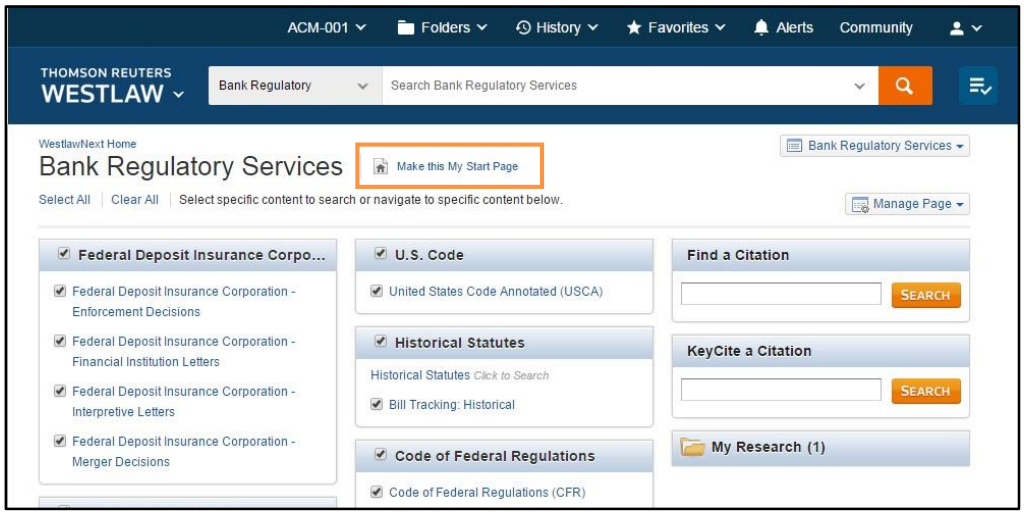


Custom Pages

Custom Pages organizes your favorite libraries into a single page. Access Custom Pages from the Home page (highlighted below).

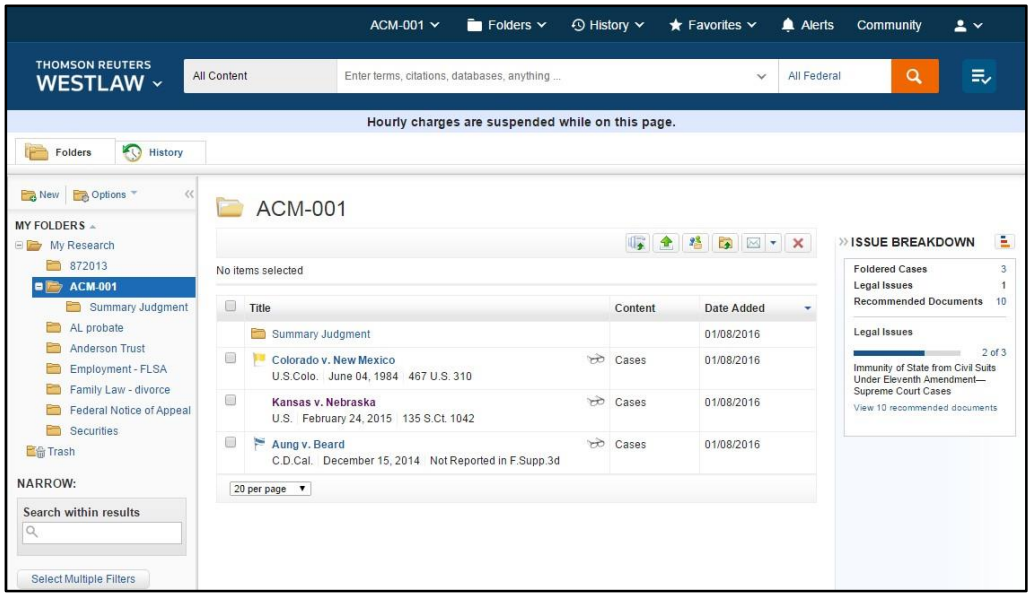


To create a Custom Page, hover over the blue heading and the *Create New* link will appear. Click on the **Create New** link and name your new Page. From here, you will manage the page with the dropdown features located under *Manage Page*. You can build this page from the ground up, adding whichever libraries or content sets you need. And like most pages in Westlaw, you can make your Custom Page your starting page for when you sign in. If you would like to make a Custom Page your start page, select the link **Make this My Start Page** (highlighted below).



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You can share this folder by clicking on the share icon ( ). Next, click **Contacts** to designate recipients. From here, click on each individual or group name that you would like to share the folder with, and click **Insert** to add them as a recipient. From here, click **Continue**.

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THOMSON REUTERS

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.F.**

Meeting Date: 09/13/2017

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to provide Field Internship Training of Paramedic Students of Wizard Education training programs. **(Hank Green, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department is requesting authority to affiliate with Wizard Education to provide Field Intern training for Paramedic students. The presented agreement outlines the field intern training requested by Wizard Education students enrolled in Paramedic Education Program. This curriculum requires an amount of field intern training or "ride-along" experience, appropriate to their level of training and criteria of the training program. The City of San Luis agrees to provide qualified preceptors to supervise the student and the on-vehicle experience, at no charge to Wizard Education, to provide performance-based feedback to their program Director, Coordinator or Instructor. SLFD will also provide the training program Coordinator with any criteria, conditions or stipulations which will limit or direct the student's "ride-along" experience. Wizard Education will provide liability insurance coverage, with stipulations stated in Article VIII.2, in the name of the City of San Luis and the City of San Luis Fire Department, will assume all responsibility for uniforms, scheduling, and compliance with HIPAA laws and requirements.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH WIZARD EDUCATION AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	$ 0.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact, the result of this agreement. All Paramedic Preceptors will be on duty.

Attachments

Wizard Contract

AFFILIATION AGREEMENT
FOR
FIELD INTERNSHIP TRAINING EXPERIENCE

THIS AGREEMENT made and entered into by and between WIZARD MEDICAL EDUCATION and SAN LUIS FIRE DEPARTMENT (hereafter referred to as FIRE DEPARTMENT)

RECITAL:

WHEREAS, WIZARD MEDICAL EDUCATION wishes to participate with FIRE DEPARTMENT
in providing coordinated field internship assignments for education in Paramedic Training Program and FIRE DEPARTMENT wishes to permit such participation.

NOW, THEREFORE, unless an exception is specified by an attached special provisions page to this agreement, it is agreed that:

1. Each party will retain complete control over such program of its own that are outside of this Agreement.

2. WIZARD MEDICAL EDUCATION agrees, in collaboration with FIRE DEPARTMENT and specific departmental representatives, to determine the participation and attendance of its students in the specified training programs, under the direction of the appropriate FIRE DEPARTMENT representative.

3. WIZARD MEDICAL EDUCATION agrees to designate for participation in this Program only those students who have successfully completed the academic training necessary for their participation in the designated Paramedic Training Program and are in good standing with FIRE DEPARTMENT.

4. WIZARD MEDICAL EDUCATION agrees to make all arrangements for consultation and assistance with/for its students regarding tuition, housing, transportation, etc.

5. FIRE DEPARTMENT agrees to provide field experiences designated pursuant to paragraph two. The educational experience provided by FIRE DEPARTMENT will provide the students with sound clinical experience and enforce professional policies.

6. WIZARD MEDICAL EDUCATION shall ensure that all students and clinical Instructors completing clinical activity at FIRE DEPARTMENT are in compliance with all employee health standards and requirements of FIRE DEPARTMENT and the specific department of student placement which will include any or all of the following: negative TB skin test or negative chest x-ray, within 12 months prior to the start of this clinical experience, Measles/Mumps/Rubella immunization, HCP CPR card, Hepatitis B immunization or signed waiver and appropriate level of education required for the student's participation concerning OSHA Blood Borne Pathogen Regulations and Universal Blood and Body Fluids Precautions.

7. Services rendered by students enrolled in the program covered by this Agreement who are not formally engaged as volunteers with FIRE DEPARTMENT, and who are not employed by FIRE DEPARTMENT, will be considered to be educational in nature, and, therefore without monetary compensation to the students. Services performed by the students enrolled in the programs covered by this Agreement will be providing services within the established and written requirements of the degree/certificate being pursued and as required of every candidate for that degree/certificate. The students and clinical instructors agree to comply with all applicable policies and regulations of FIRE DEPARTMENT. FIRE DEPARTMENT retains the ultimate control for all aspects for patient care.

8. The students and clinical instructors of WIZARD MEDICAL EDUCATION shall be furnished emergency medical care and treatment if needed, while on duty at FIRE DEPARTMENT, with the associated expense to be the responsibility of the individual student or clinical instructor.

9. During the term of the Agreement, WIZARD MEDICAL EDUCATION shall maintain coverage's for general liability in the minimum amount of One Million Dollars ($1,000,000) per occurrence/aggregate and professional liability insurance coverage with minimum limits of $1,000,000 per occurance/$3,000,000 annual aggregate for protection of students covered by this Agreement. Such coverage's shall remain in force except that 30 days written notice of cancellation, non-renewal or substantial change shall be given to FIRE DEPARTMENT. As a prerequisite to entry into the training program, WIZARD MEDICAL EDUCATION shall provide evidence of such insurance suitable to FIRE DEPARTMENT, prior to student beginning his/her training program at FIRE DEPARTMENT. Nothing occurring in this Agreement or in its performance shall be construed to result in any person being considered to be an officer, agent, employee or servant of the other party. The word "agents" in this section 10 shall not be deemed to mean a member of the medical staff(s) of FIRE DEPARTMENT unless that member of the medical staff(s) is an employee of FIRE DEPARTMENT. Nothing in

the execution of this Agreement is intended to establish a joint venture by the parties hereto.

10. FIRE DEPARTMENT may withdraw a student from the clinical experience whose characteristics prevent desirable relationships within FIRE DEPARTMENT or negatively impacts the welfare of patients or whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.

11. This Agreement shall become effective when signed by all parties. This agreement shall be for a term of 24 months from the effective date as set forth on the signature page. Any renewal shall be set forth in a writing signed by the parties.

12. This agreement may be terminated by either party with or without cause, upon 30 days written notice to the other party.

THIS AGREEMENT MAY be modified by mutual consent of WIZARD MEDICAL EDUCATION and FIRE DEPARTMENT. This Agreement supersedes and replaces all prior agreements between parties with respect to the subject matter hereof.

IN WITNESS WEREOF, the parties hereto agree to the terms of this Agreement this _____day of _____.

FOR:	FOR:
WIZARD MEDICAL EDUCATION 9516 W. Peoria Suite 7 Peoria AZ 85345	SAN LUIS FIRE DEPARTMENT 1165 N. McCain Ave San Luis, AZ 85349
BY: _____	BY: _____
ITS: _EMS Program Director__	ITS: _____
DATE: _____	DATE: _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.G.**

Meeting Date: 09/13/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the authorization to award South Yuma County Landfill the City's landfill services for Fiscal Year 2017-2018 and ratification of the same.
(Manuel Rojas, Assistant Director of Public Works)

SUMMARY:

Staff received a rate agreement from South Yuma County Landfill for the remainder of Fiscal Year 2017-2018. Public Works Department, recommends waiving formal procurement procedures as allowed under San Luis Purchasing Code Section 36.01(H). Waiving formal purchasing procedure is justified, due to other landfill sources being impractical because of longer travel time and distance, increased operational maintenance to the fleet, and increased fuel consumption. The current rate is competitive and is one of the lowest in the area. Staff, also requests ratification to the rate agreement, for landfill invoices paid from July 1, 2017, to present.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH WIZARD EDUCATION AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Fund
TOTAL:	$315,000.00
BUDGETED AMOUNT:	$315,000.00
AVAILABLE AMOUNT TO TRANSFER:	$0.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	320-321-80030 Landfill Fees $315,000.00

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

Staff projects the landfill fees to be close to $315,000.00 for Fiscal Year 2017-2018. If we exceed budgeted total amount, we will transfer funds from our operational budget to cover the additional cost.

Solid Waste Division 320-321-80030 Landfill Fees $315,000.00

Attachments

South Yuma County South Landfill Document

Invoices

SOUTH
YUMA
COUNTY
LANDFILL

January 11, 2017

Tadeo A. De La Hoya
City Manager
City of San Luis
1090 E. Union St.
San Luis, Arizona 85349

Dear Mr. De La Hoya:

Thank you for your patronage at the South Yuma County Landfill. This World Class Landfill continues to be the spotlight of similar facilities throughout the Southwestern United States with increased volumes from many locations within Arizona. We are proud to state that the Arizona Department of Environmental Quality (ADEQ) has annually passed this site as an extraordinary example of sound environmental practices with no issues or violations.

We are also happy to report that we have permitted and are open for business for green waste and organics from your collections. We would be happy to provide you with reduced rates for these types of wastes that come in clean from your operations.

We have tried our best to keep your tonnage rates the lowest in the area. We have not increased the City's rates since 2011, with only the $0.25 ADEQ tax added in 2015. Beginning June 1, 2017, we must increase your base rate to $29.75 plus the ADEQ tax of $0.25. We have experienced significant increased costs with labor, employee and liability insurance, and equipment these past several years. Your rate continues to be less than the published gate rate for the general public and will continue to be the lowest we offer our best customers.

Beginning June 1, 2017, please be advised that you will be invoiced $29.75 per ton plus the ADEQ tax which is passed onto the State of Arizona.

Please let myself or our local staff know if we can be of any other service. As always, it's a pleasure being of service to the City of San Luis.

Respectfully

Dean A. Ruffridge,
Senior Vice President

CC William Hunter
Penny Guerra
Kathy Vandal

P. O. Box 5437
19536 S. Ave. 1E
Yuma, AZ 85365

t: 928.341.9300
f: 714.890.6347

southyumacountylandfill.com
crrwasteservices.com

CR&R INCORPORATED
environmental services

DEAN A. RUFFRIDGE
SENIOR VICE PRESIDENT
deanr@crrmail.com

11292 Western Ave.
Stanton, CA 90680
P.O. Box 125
Stanton
CA 90680

t: 714.826.9049
c: 949.412.8244
f: 714.890.6347

crrwasteservices.com

INVOICE

MAIL PAYMENTS TO:
SOUTH YUMA COUNTY LANDFILL
P. O. BOX 125
STANTON, CA 90680-0125

TERMS: NET 30 DAYS

South Yuma County Landfill

TO PAY BY CREDIT CARD, PLEASE FILL IN INFORMATION ON BACK OF REMITTANCE

25 JUL 17 PM 12:39 RECVD

INVOICE #: 10575

INVOICE DATE: 7/15/17

BILL TO: MAGGIE DOMINGUEZ
CITY OF SAN LUIS
P.O. BOX 7740
SAN LUIS AZ 85349

CITY OF SAN LUIS
P.O. BOX 7740
SAN LUIS AZ 85349

CUSTOMER #: AL-47

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	**TOTAL DUE**
26,810.96	.00	11,284.86	38,095.82

Please detach here and return with your payment

CHECK #

SOUTH YUMA COUNTY LANDFIL PO#: PO#2016-82 WILL PRINT ON INVOICE

DATE	DESCRIPTION	TICKET	TONS	RATE	TOTAL
7/03/17	MUNICIPAL SOLID WASTE	1202818	3.01	29.750	89.55
7/03/17	AZ STATE LANDFILL FEE		3.01		.75
7/03/17	MUNICIPAL SOLID WASTE	1202823	11.06	29.750	329.05
7/03/17	AZ STATE LANDFILL FEE		11.06		2.77
7/03/17	MUNICIPAL SOLID WASTE	1202878	6.35	29.750	188.90
7/03/17	AZ STATE LANDFILL FEE		6.35		1.59
7/03/17	MUNICIPAL SOLID WASTE	1202879	11.14	29.750	331.40
7/03/17	AZ STATE LANDFILL FEE		11.14		2.79
7/03/17	MUNICIPAL SOLID WASTE	1202884	9.95	29.750	296.00
7/03/17	AZ STATE LANDFILL FEE		9.95		2.49
7/03/17	MUNICIPAL SOLID WASTE	1202885	6.69	29.750	199.05
7/03/17	AZ STATE LANDFILL FEE		6.69		1.67
7/05/17	MUNICIPAL SOLID WASTE	1202932	7.85	29.750	233.55
7/05/17	AZ STATE LANDFILL FEE		7.85		1.96
7/05/17	MUNICIPAL SOLID WASTE	1202966	12.52	29.750	372.45
7/05/17	AZ STATE LANDFILL FEE		12.52		3.13
7/05/17	MUNICIPAL SOLID WASTE	1202976	9.90	29.750	294.55
7/05/17	AZ STATE LANDFILL FEE		9.90		2.48
7/05/17	MUNICIPAL SOLID WASTE	1202977	12.85	29.750	382.30
7/05/17	AZ STATE LANDFILL FEE		12.85		3.21
7/05/17	MUNICIPAL SOLID WASTE	1202979	11.63	29.750	346.00
7/05/17	AZ STATE LANDFILL FEE		11.63		2.91
7/06/17	MUNICIPAL SOLID WASTE	1203060	13.33	29.750	396.55
7/06/17	AZ STATE LANDFILL FEE		13.33		3.33

(928) 341-9300

IF YOU HAVE ANY QUESTIONS REGARDING ANY PART OF THIS INVOICE, PLEASE CALL

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	**TOTAL DUE**	INVOICE TOTAL
				(Cont.)

CUSTOMER #: INVOICE #

OVERDUE AMOUNTS SUBJECT TO FINANCE CHARGE

Printed on Recycled Paper

INVOICE

MAIL PAYMENTS TO:
SOUTH YUMA COUNTY LANDFILL
P. O. BOX 125
STANTON, CA 90680-0125

TERMS: NET 30 DAYS

South Yuma County Landfill

TO PAY BY CREDIT CARD, PLEASE FILL IN INFORMATION ON BACK OF REMITTANCE

(Cont.)

INVOICE #: 10575

INVOICE DATE: 7/15/17

BILL TO: MAGGIE DOMINGUEZ
CITY OF SAN LUIS
P.O. BOX 7740
SAN LUIS AZ 85349

CITY OF SAN LUIS
P.O. BOX 7740
SAN LUIS AZ 85349

CUSTOMER #: AL- 47 0

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	**TOTAL DUE**
26,810.96	.00	11,284.86	38,095.82

Please detach here and return with your payment

CHECK #

SOUTH YUMA COUNTY LANDFIL PO#: PO#2016-82 WILL PRINT ON INVOICE

DATE	DESCRIPTION	TICKET	TONS	RATE	TOTAL
7/06/17	MUNICIPAL SOLID WASTE	1203094	12.01	29.750	357.30
7/06/17	AZ STATE LANDFILL FEE		12.01		3.00
7/06/17	MUNICIPAL SOLID WASTE	1203095	8.24	29.750	245.15
7/06/17	AZ STATE LANDFILL FEE		8.24		2.06
7/06/17	MUNICIPAL SOLID WASTE	1203115	6.13	29.750	182.35
7/06/17	AZ STATE LANDFILL FEE		6.13		1.53
7/07/17	MUNICIPAL SOLID WASTE	1203230	12.40	29.750	368.90
7/07/17	AZ STATE LANDFILL FEE		12.40		3.10
7/07/17	MUNICIPAL SOLID WASTE	1203231	11.18	29.750	332.60
7/07/17	AZ STATE LANDFILL FEE		11.18		2.80
7/07/17	MUNICIPAL SOLID WASTE	1203235	10.54	29.750	313.55
7/07/17	AZ STATE LANDFILL FEE		10.54		2.64
7/07/17	MUNICIPAL SOLID WASTE	1203237	10.57	29.750	314.45
7/07/17	AZ STATE LANDFILL FEE		10.57		2.64
7/10/17	MUNICIPAL SOLID WASTE	1203341	8.09	29.750	240.70
7/10/17	AZ STATE LANDFILL FEE		8.09		2.02
7/10/17	MUNICIPAL SOLID WASTE	1203390	10.21	29.750	303.75
7/10/17	AZ STATE LANDFILL FEE		10.21		2.55
7/10/17	MUNICIPAL SOLID WASTE	1203391	8.97	29.750	266.85
7/10/17	AZ STATE LANDFILL FEE		8.97		2.24
7/10/17	MUNICIPAL SOLID WASTE	1203394	7.00	29.750	208.25
7/10/17	AZ STATE LANDFILL FEE		7.00		1.75
7/10/17	MUNICIPAL SOLID WASTE	1203400	11.68	29.750	347.50
7/10/17	AZ STATE LANDFILL FEE		11.68		2.92

(928) 341-9300

IF YOU HAVE ANY QUESTIONS REGARDING ANY PART OF THIS INVOICE, PLEASE CALL

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	**TOTAL DUE**	INVOICE TOTAL
				(Cont.)

CUSTOMER #:

INVOICE #

OVERDUE AMOUNTS SUBJECT TO FINANCE CHARGE

Printed on Recycled Paper

INVOICE

MAIL PAYMENTS TO:
SOUTH YUMA COUNTY LANDFILL
P. O. BOX 125
STANTON, CA 90680-0125

TERMS: NET 30 DAYS

South Yuma County Landfill

TO PAY BY CREDIT CARD, PLEASE FILL IN INFORMATION ON BACK OF REMITTANCE

(Cont.)

INVOICE #: 10575

INVOICE DATE: 7/15/17

BILL TO: MAGGIE DOMINGUEZ
CITY OF SAN LUIS
P.O. BOX 7740
SAN LUIS AZ 85349

CITY OF SAN LUIS
P.O. BOX 7740
SAN LUIS AZ 85349

CUSTOMER #: AL-47[illegible]0

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE
26,810.96	.00	11,284.86	38,095.82

Please detach here and return with your payment

CHECK #

SOUTH YUMA COUNTY LANDFIL PO#: PO#2016-82 WILL PRINT ON INVOICE

DATE	DESCRIPTION	TICKET	TONS	RATE	TOTAL
7/11/17	MUNICIPAL SOLID WASTE	1203469	9.41	29.750	279.95
7/11/17	AZ STATE LANDFILL FEE		9.41		2.35
7/11/17	MUNICIPAL SOLID WASTE	1203478	11.04	29.750	328.45
7/11/17	AZ STATE LANDFILL FEE		11.04		2.76
7/11/17	MUNICIPAL SOLID WASTE	1203505	12.37	29.750	368.00
7/11/17	AZ STATE LANDFILL FEE		12.37		3.09
7/12/17	MUNICIPAL SOLID WASTE	1203553	9.97	29.750	296.60
7/12/17	AZ STATE LANDFILL FEE		9.97		2.49
7/12/17	MUNICIPAL SOLID WASTE	1203554	11.29	29.750	335.90
7/12/17	AZ STATE LANDFILL FEE		11.29		2.82
7/12/17	MUNICIPAL SOLID WASTE	1203555	4.59	29.750	136.55
7/12/17	AZ STATE LANDFILL FEE		4.59		1.15
7/12/17	MUNICIPAL SOLID WASTE	1203620	4.19	29.750	124.65
7/12/17	AZ STATE LANDFILL FEE		4.19		1.05
7/13/17	MUNICIPAL SOLID WASTE	1203722	8.82	29.750	262.40
7/13/17	AZ STATE LANDFILL FEE		8.82		2.21
7/13/17	MUNICIPAL SOLID WASTE	1203726	10.70	29.750	318.35
7/13/17	AZ STATE LANDFILL FEE		10.70		2.68
7/13/17	MUNICIPAL SOLID WASTE	1203728	10.04	29.750	298.70
7/13/17	AZ STATE LANDFILL FEE		10.04		2.51
7/13/17	MUNICIPAL SOLID WASTE	1203731	7.96	29.750	236.80
7/13/17	AZ STATE LANDFILL FEE		7.96		1.99
7/14/17	MUNICIPAL SOLID WASTE	1203822	10.71	29.750	318.60
7/14/17	AZ STATE LANDFILL FEE		10.71		2.68

(928) 341-9300

IF YOU HAVE ANY QUESTIONS REGARDING ANY PART OF THIS INVOICE, PLEASE CALL

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE	INVOICE TOTAL
				(Cont.)

CUSTOMER #:

INVOICE #

OVERDUE AMOUNTS SUBJECT TO FINANCE CHARGE

Printed on Recycled Paper

INVOICE

MAIL PAYMENTS TO:
SOUTH YUMA COUNTY LANDFILL
P. O. BOX 125
STANTON, CA 90680-0125

TERMS: NET 30 DAYS

South Yuma County Landfill

TO PAY BY CREDIT CARD, PLEASE FILL IN INFORMATION ON BACK OF REMITTANCE

(Cont.)

INVOICE #: 10575

INVOICE DATE: 7/15/17

BILL TO: MAGGIE DOMINGUEZ
CITY OF SAN LUIS
P.O. BOX 7740
SAN LUIS AZ 85349

CITY OF SAN LUIS
P.O. BOX 7740
SAN LUIS AZ 85349

CUSTOMER #: AL- 47 0

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE
26,810.96	.00	11,284.86	38,095.82

CHECK #

Please detach here and return with your payment

SOUTH YUMA COUNTY LANDFIL PO#: PO#2016-82 WILL PRINT ON INVOICE

DATE	DESCRIPTION	TICKET	TONS	RATE	TOTAL
7/14/17	MUNICIPAL SOLID WASTE	1203836	11.92	29.750	354.60
7/14/17	AZ STATE LANDFILL FEE		11.92		2.98
7/14/17	MUNICIPAL SOLID WASTE	1203846	7.78	29.750	231.45
7/14/17	AZ STATE LANDFILL FEE		7.78		1.95
7/14/17	MUNICIPAL SOLID WASTE	1203851	12.07	29.750	359.10
7/14/17	AZ STATE LANDFILL FEE		12.07		3.02
			Total Taxes & Fees:		94.06
	TOTALS		752.32		11,284.86

(928) 341-9300

IF YOU HAVE ANY QUESTIONS REGARDING ANY PART OF THIS INVOICE, PLEASE CALL

PREVIOUS AMOUNT DUE	PAYMENTS	CURRENT CHARGES	TOTAL DUE	INVOICE TOTAL
26,810.96	.00	11,284.86	38,095.82	11284.86

CUSTOMER #: AL- 47 0 P.O. BOX 7740

INVOICE # 10575

OVERDUE AMOUNTS SUBJECT TO FINANCE CHARGE

Printed on Recycled Paper

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.H.**

Meeting Date: 09/13/2017

Department Head: Tadeo De la Hoya, City Manager, Administration

Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: The Greater Yuma Port Authority provides Master Planning to the Port Authority's lands and capital for development of those lands. The Greater Yuma Port Authority is a non-profit corporation created by the City of San Luis, the City of Somerton, the County of Yuma and the Cocopah Indian Tribe.

Amount: The City has contributed funds since the inception of the Greater Yuma Port Authority in the year 2000. The City has already budgeted funds in the amount of **$50,000.00** until the end of the Fiscal Year 2017-2018 on June 30, 2018.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO PAY THE ANNUAL CONTRIBUTION TO THE GREATER YUMA PORT AUTHORITY, INC. FOR THE FISCAL YEAR 2017-2018 IN THE AMOUNT OF $50,000.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No Transfer Required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Account #100-110-80000, Contracted Services/ Remaining Balance $401,665.34

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

Account # 100-110-80000, City Council's Contractual Services. Contribution amount of $50,000.00 is budgeted for the 2017-2018 Fiscal Year.

Attachments

Bylaws

First Amended and Stated Bylaws

BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.
(An Arizona Nonprofit Corporation)

ARTICLE I

REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

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

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

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

ARTICLE II

OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

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

ARTICLE III

MEMBERS

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

Yuma County, Arizona

City of San Luis, Arizona

City of Somerton, Arizona

Cocopah Indian Tribe

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

ARTICLE IV

PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors

A. Purpose and Empowerment

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

B. Number of Directors

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

C. New Members

New corporation Members may be added by a ¾ vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

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

4.2 Master Plan

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

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

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

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

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

4.4 Voting Rights

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

4.5 Term of Office

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

4.6 Initial Directors

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

4.7 Notice of Meetings

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons

serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

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

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

4.8 Quorum and Required Vote

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

4.9 Directors' Manner of Acting

A. Participation in Meetings

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

B. Dissent or Abstention of a Director

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors

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

4.11 Ex Officio Members

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

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

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation

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

5.2 Initial Capital Contribution

Each Member shall be responsible to contribute capital in equal amounts of $100,000.00. The initial Board will take into consideration all factors determined necessary to formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.3 Cash Calls

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed $20,000.00 per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member

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

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

The withdrawing Member shall receive such amounts in satisfaction of his interest as the withdrawing Member and the remaining Members agree upon by unanimous consent.

5.5 Dissolution

A. Events of Dissolution

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

B. Winding up

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

C. Distribution of Liquidation proceeds

1. Assets/proceeds

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the

Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities

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

5.6 Indemnification

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

ARTICLE VI
OFFICERS

6.1 Officers of the Corporation

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

6.2 Election-Term

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

6.3 Chairperson of the Board

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

6.4 Vice Chairperson

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

6.5 Secretary/Treasurer

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

ARTICLE VII
COMPENSATION

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

ARTICLE VIII
AMENDMENT

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

ARTICLE IX
CONFLICTS OF INTEREST

9.1 Definitions

A. *Port Authority*

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

B. *Relatives*

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

C. *Substantial Interest*

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

9.2 Specific Guidelines

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

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

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

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

9.3 Interpretation

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

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

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

10.2 Checks, Drafts, etc.

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

10.3 Notice and Waivers Thereof

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer, Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

10.4 Interested Directors

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

10.5 Limitation of Liability and Indemnity

A. *Liability*

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

B. *Indemnity*

Each Officer and Director, whether or not then in office, shall be held

harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. *Insurance*

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records

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

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

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

10.7 Corporate Seal

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

City of San Luis
By:
Its: Mayor

Cocopah Indian Tribe
By:
Its: Chairwoman

City of Somerton
By:
Its: Mayor

Yuma County Board of Supervisors
By:
Its: Chairman

FIRST AMENDED AND RESTATED BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

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

ARTICLE I
REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

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

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

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

ARTICLE II
OFFICES

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

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

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

ARTICLE III
MEMBERS

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

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

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

ARTICLE IV
PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors.

A. *Purpose and Empowerment.*

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

B. *Number of Directors.*

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

C. *New Members.*

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

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

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

4.2 Master Plan.

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

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

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

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

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

4.4 Voting Rights.

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

4.5 Term of Office.

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

4.6 Initial Directors.

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

4.7 Notice of Meetings.

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

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

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

4.8 Quorum and Required Vote.

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

4.9 Directors' Manner of Acting.

A. *Participation in Meetings.*

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

B. *Dissent or Abstention of a Director.*

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

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

4.10 Removal of Directors.

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

4.11 Ex-Officio Members.

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

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

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation.

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

5.2 Initial Capital Contribution.

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

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

5.3 Cash Calls.

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

5.4 Voluntary Withdrawal of Member.[2]

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

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

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

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

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

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

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

5.5 Dissolution.

A. *Events of Dissolution.*

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

B. *Winding Up.*

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

C. *Distribution of Liquidation Proceeds.*

1. Assets/Proceeds.

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

2. Liabilities.

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

5.6 Indemnification.

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

ARTICLE VI
OFFICERS

6.1 Officers of the Corporation.

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

6.2 Election-Term.

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

6.3 Chairperson of the Board.

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

6.4 Vice Chairperson.

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

6.5 Secretary/Treasurer.

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

ARTICLE VII
COMPENSATION

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

ARTICLE VIII
AMENDMENT

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

ARTICLE IX
CONFLICTS OF INTEREST

9.1 Definitions.

A. *Port Authority.*

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

B. *Relatives.*

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

C. *Substantial Interest.*

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

9.2 Specific Guidelines.

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

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

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

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

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

9.3 Interpretation.

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

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

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

10.2 Checks, Drafts, etc.

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

10.3 Notice and Waivers Thereof.

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

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

10.4 Interested Directors.

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

10.5 Limitation of Liability and Indemnity.

A. *Liability.*

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

B. *Indemnity.*

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

C. *Insurance.*

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

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

10.6 Books and Records.

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

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

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

10.7 Corporate Seal.

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

DATED this 17 day of May, 2007.

Gary Magrino, Chairman

Attest:
Terre Catanzaro, Secretary

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.I.**

Meeting Date: 09/13/2017

Department Head: Tadeo De la Hoya, City Manager, Administration

Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Yuma Metropolitan Planning Organization (YMPO) provides regional transportation planning services through the cooperative efforts of the YMPO members. The members are the cities of San Luis, Somerton, Yuma, Town of Wellton, the County of Yuma, and the Cocopah Indian Tribe. Federal funding for development of transportation infrastructure in our region is channeled through YMPO. Services include the work of Unified Planning Work Program and the Rural Transportation Liaison.

Amount: The City of San Luis has paid dues to YMPO in the past and has already budgeted funds in the amount of **$11,715.75** for Fiscal Year 2017-2018 ending June 30, 2018.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH THE YUMA METROPOLITAN PLANNING ORGANIZATION DUES IN THE AMOUNT OF $11,715.75 FOR FISCAL YEAR 2017-2018.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$11,715.75
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No Transfer Required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000-Contractual Services/Remaining balance $401,665.34

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

Account No: 100-110-80000, City Council Contractual Services. The dues amount is budgeted for fiscal year 2017-2018.

Attachments

FY18 YMPO Member Agency Dues

2017 Local Contributions

YMPO Minutes

Yuma Metropolitan Planning Organization

502 S. Orange Ave.
Yuma, Arizona 85364
www.ympo.org

Phone: (928) 783-8911
Fax: (928) 329-1674

Yuma
San Luis
Cocopah
Wellton
Somerton
Yuma County
ADOT
Y M P O

Local Governments and Citizens Working Together

March 14, 2017

Mr. Tadeo A. De La Hoya
City Manager
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

RE: FY 2018 YMPO Member Agency Dues $11,715.75

Dear Mr. De La Hoya:

As per previous years, the City of San Luis's local match requirement for the Yuma Metropolitan Planning Organization's (YMPO) FY 2018 Unified Planning Work Program and Budget is eleven thousand seven hundred fifteen dollars and seventy-five cents, ($11,715.75).

The YMPO is requesting the City of San Luis to include the above amount into your upcoming FY 2018 budget. The YMPO bills member agency dues on an annual basis on July 1, 2017. If you have any questions, please feel free to contact me at 928-783-8911.

Yours Sincerely,

Paul Ward
Executive Director
Yuma Metropolitan Planning Organization

cc: Mayor Gerado Sanchez, City of San Luis
Deputy Mayor Gary Knight, City of Yuma, YMPO Chairman
Councilmember Maria Ramos, City of San Luis

2017 LOCAL CONTRIBUTIONS

FHWA and FTA funding	MATCH	OLD
10000	0	**ADEQ**
175000	35000	**SPR**
292600	16678.2	**PL**
86363	17272.6	**5303**
	$ 68,950.80	

	FHWA and FTA fur	MATCH	NEW
	10000	0	**ADEQ**
New funding source	86101	17220.2	**5310**
	175000	35000	**SPR**
	292600	16678.2	**PL**
	86363	17272.6	**5303**
		$ 86,171.00	

STAFF IS RECOMMENDING LOCAL CONTRIBUTIONS NEW OPTION C BE REVISED TO MATCH CURRENT FEDERAL SPENDING LEVELS

	OLD HISTORICAL prior years Option A **Annual**	OLD 2014/15 Option C **Annual 2015**	NEW Option C **Annual 2016**	Savings for each compared 20 **Entity opion C**	OLD **PER CAPITA 2013**	NEW **PER CAP2014**	2010 census **pop %**	**CENSUS POPULATION**
City of Yuma	$ 77,843.00	$ 32,610.59	$ 40,754.96	37,088.04	0.83	0.04	47.30%	93,260
Cocopah	$ 927.00	$ 358.42	$ 447.93	479.07	0.90	4.06	0.52%	1,025
City of San Luis	$ 19,156.00	$ 8,958.65	$ 11,196.03	7,959.97	0.75	0.16	12.99%	25,620
Somerton	$ 8,009.00	$ 5,006.63	$ 6,257.02	1,751.98	0.56	0.29	7.26%	14,318
Wellton	$ 1,718.00	$ 1,008.11	$ 1,259.88	458.12	0.60	1.45	1.46%	2,883
Yuma County	$ 56,472.00	$ 21,008.41	$ 26,255.18	30,216.82	0.94	0.07	30.47%	60,080
	$ 164,125.00	$ 68,950.80	$ 86,171.00	77,954.00			100.00%	197,186
COY Traffic Counts	9608.00	$ 9,608.00	$ 9,608.00					
Total	$ 173,733.00	$ 78,558.80	$ 95,779.00					
MPO ONLY								

Yuma San Luis Cocopah Wellton Somerton Yuma County ADOT

YMPO

Local Governments & Citizens Working Together

EXECUTIVE BOARD REGULAR MEETING MINUTES

EXECUTIVE BOARD
Regular Meeting
Thursday, May 25, 2017
1:30 PM

Cocopah Resort and Conference Center
15268 South Avenue B
Somerton, Arizona 85364

1. Call to Order and the Pledge of Allegiance.
Chairman Gary Knight called the Executive Board (the Board) meeting of the Yuma Metropolitan Planning Organization (YMPO) to order at 1:30 p.m. He called on Kevin Adam to lead the Pledge of Allegiance.

2. Roll Call Attendance.
The YMPO Executive Assistant, Crystal Alonzo, called the roll as follows:

YMPO Executive Board Members Present:

Chairman	Gary Knight, Deputy Mayor, City of Yuma
Vice Chair	Cecilia McCollough, Mayor, Town of Wellton
Member	J. Deal Begay, Jr., Vice Chairman, Cocopah Indian Tribe
Member	Paul Patane, Southwest District Engineer, ADOT
Member	William "Bill" Craft, Councilmember, City of Yuma
Member	Maria Ramos, Councilmember, City of San Luis
Member	Lynne Pancrazi, Board of Supervisors, Yuma County
Member	Martin Porchas, Board of Supervisors, Yuma County

YMPO Executive Board Members Absent:

Secretary/Treasurer	Jose Yepez, Mayor, City of Somerton
Member	Jacob Miller, Councilmember, City of Yuma

As members from all seven member agencies were present, the quorum was met.

YMPO Staff Present:

Executive Director	Paul Ward
Senior Planning Manager	Charles Gutierrez
Accountant II	Crystal Alonzo (Figueroa)

Additional Attendees:

Kevin Adam	RTAC
Susan Thorpe	Yuma County

Declaration of Votes.
The Chairman submitted to Mr. Ward a proxy letter from the City of Yuma Councilmember Jacob Miller and declared his proxy vote for a total of 3 votes.

3. Call to the Public.
Paul Ward, YMPO Executive Director, thanked the Cocopah Indian Tribe for hosting Executive Board Meeting. The Chairman concurred with Mr. Ward. No other members of the public addressed the Board.

4. Consent Agenda.
The Chairman entertained a motion for the consent agenda, specifically on approval of the minutes for the April 27, 2017 Board meeting. The Chairman reported a correction to Gene Dalbey - his organization should be the Yuma Regional Bicycle Committee (YRBC) and not RTAC as written on page one. The Chairman also reported that he and Supervisor Pancrazi had attended the RTAC Board Meeting as shown on page 5 of the minutes under Progress Reports, by teleconference. Charles Gutierrez, YMPO Senior Planning/Mobility Manager, clarified that no slight was intended, but that the progress reports section only includes YMPO staff.

MOTION: Councilmember Bill Craft moved to approve the minutes of the April 27, 2017, Board meeting, with the correction regarding Gene Dalbey requested by Deputy Mayor Knight. Councilmember Maria Ramos seconded and the motion was unanimously approved.

5. FY 2014-18 YMPO Transportation Improvement Program (TIP) Amendment #15.
Mr. Gutierrez presented information regarding the requested changes to projects in the FY 2014-18 YMPO TIP as follows:

A. YMPO was recently notified about receiving $246,019 in Surface Transportation Program funds (STBG) that need to be used by June 30, 2017. The City of Yuma requested to add a phase of a project to the current ADOT Giss Parkway Roundabout project to rehabilitate the pavement between the Roundabout and Castle Dome Avenue. The YMPO TAC recommended this use. Councilmember Maria Ramos asked how much the City of Yuma's match amount will be- it would be $ 14,871.

B. In addition, $669,086 in Highway Safety Improvement Program (HSIP) Funds were also available on the region's ADOT Federal-Aid ledgers. Mr. Ward explained that, out of the $669,086 HSIP funds, the YMPO TAC recommended that $85,000 be utilized for YMPO Regional Strategic Transportation Safety Plan Update in the FY 2017-18 Unified Planning Work Program (UPWP). Further, Mr. Gutierrez reported that the TAC also recommended the use of the remaining HSIP funds on the ADOT I-8 at Araby Road Roundabouts project, since funds cannot be used by other local agencies within the time frame available.

ADOT SW District Engineer, Paul Patane, expressed his concern that the funds were not being utilized consistently by other YMPO member agencies. However, he was willing to accept the funds currently available so they could be used within the region. Councilmember Ramos agreed, and urged the TAC to do a better job of programming such funds and avoid sitting on projects that are programmed on outer years, especially as the region will soon be competing with the remainder of the State for the available funds.

The Chairman decided to address this agenda item using two motions. The first was for the STBG funds and called for a motion.

MOTION: Councilmember Ramos moved to approve the $246,019 to be used for the ADOT Giss Parkway Roundabout project. Supervisor Pancrazi seconded and the motion was unanimously approved.

The Chairman then called for a motion for the HSIP funds.

MOTION: Supervisor Pancrazi moved to approve up to $669,086 in HSIP funds for the Araby Road project, with $85,000 towards the Safety Plan, if approved by ADOT. Councilmember Bill Craft seconded and the motion was unanimously approved.

6. FY 2017 YMPO Unified Planning Work Program (UPWP) Amendment #3.

Mr. Ward asked to re-establish the $20,000 in Federal Transit Administration (FTA) 5310 "pass-through" for Saguaro Foundation Services for FY 2016-17 that were removed in the prior Amendment #2 and also continue the funding through FY 2017-18 time-period. He reported that Saguaro Foundation staff had provided YMPO staff with the appropriate justification for the pass-through amount for the current years and for continuing the funding into the following year.

The Chairman called for a motion to approve Amendment #3 to the FY 2016-17 UPWP.

MOTION: Supervisor Porchas moved to approve Amendment #3 to the FY 2016-17 UPWP. Councilmember Ramos seconded and the motion was unanimously approved.

7. Draft YMPO FY 2017-18 UPWP & Annual Budget

Mr. Ward presented a hard-copy final version of the FY 2017-18 YMPO UPWP. All six studies remain included and will move forward, depending on the carried forward totals. Mr. Ward reported that actual funds will be confirmed within a couple of months.

He informed the Board that he will be requesting an additional $15,000 in additional SPR funds from the State, since no increase has occurred in the past two to three years. As already approved as part of agenda item 5, $85,000 in HSIP funds is targeted for funding the Safety Study Update, pending eligibility confirmation; $20,000 "pass-through" funding has been added as a task item and $8,000 in hardware cost for replacing YMPO Network Server has been deferred from the current UPWP to the next, and this line item will be raised to $15,000.

Councilmember Maria Ramos asked Mr. Ward to explain a bit more about the 5304 funds. He went on to explain 5304 funds are a Federal Transit Administration (FTA) fund source primarily used for studies and transportation planning. They are not allocated by ADOT directly by formula and must be requested. For example, $100,000 5304 Funds requested specifically for the Long-Range Transportation Plan last year last year. Mr. Ward specified 5304 are flexible spending funds and he will be requesting up to $40,000 but can apply for more, if needed.

The Chairman called for a motion to approve the FY 2017-18 YMPO UPWP.

MOTION: Supervisor Porchas moved to approve the FY 2017-18 UPWP. Councilmember Ramos seconded and the motion was unanimously approved.

8. Update on the FY 2018-2041 YMPO Regional Transportation Plan

Mr. Gutierrez announced to the Board that they are coming to the close of the YMPO FY 2018-2041 Regional Transportation Plan, Air Quality Conformity Analysis and, Transportation Improvement Program process. There is only one more week left to submit any comments to him or Brent Crowther. The document is available at the YMPO website for comments. This item will be brought back for formal approval by the Executive Board on June 29th, together with the TIP and the Air Quality Conformity Analysis.

9. Executive Director's Report/Summary of Current Events/Board Member Reports and Comments by Other Participants.

A. Staff reports.
B. TAC minutes.
C. Conference Updates.
D. The MPOs/COGs Director's/Planner's meeting.
E. Rural Transportation Advocacy Council Activities.
Further details of the presentation by Kevin Adam, RTAC Director, will be provided in due course.
F. Projects - Economic Development and Transportation: Mr. Ward reported that there had been a request for proposals distributed by the Board of Environment Cooperation Commission for a variety of studies involving improvement on air pollution, improving access to clean safe water, promoting material and waste management specifically with sustainable solutions on trash flow. To enhance joint preparedness for environmental response, to enhance compliance assurance stewardship and fundamental strategy promoting environmental health. This is called the Border 2020, US and Mexico Environmental Program.

Mr. Ward indicated that he was prepared to submit a grant proposal for consideration, especially for air quality improvements, but the general consensus of Board members was that there was either not sufficient time and/or that the only subject (air quality) was too sensitive to submit without a lot more review by other affected agencies.
G. Long Range Transportation Plan 2018-2041.

10. Possible Future Agenda Items

A. Audit FY 2016-17: Accounting firm, Lumbard and Associates working on finalizing financial statements. Walker and Armstrong, audit firm will be conducting audit on June 5, 2017.

11. Progress Reports.

A. COGs/MPOs Planner's meeting, May 5 Paul Ward attended.
B. Three meetings with ADOT staff members, May 5, Paul Ward attended.
C. Environmental and Right of Way review meeting for the Avenue E to Avenue D, SR-195 to County 18th Street project, May 8, Paul Ward attended.
D. YMPO WACOG meeting, May 9, Paul Ward and Melissa Ramos attended.
E. YMPO TAC meeting, May 11, Paul Ward, Charles Gutierrez and Melissa Ramos attended.

F. Yuma Regional Development Group Brown Bag, May 15, Paul Ward and Charles Gutierrez attended.
G. Teleconference with ADOT Safety and Planning staff, May 16, Paul Ward attended.
H. COGs/MPOs Director's teleconference, May 16, Paul Ward attended.
I. Meeting with Saguaro Foundation staff, May 17, Paul Ward, Charles Gutierrez and Melissa Ramos attended.
J. Air Quality Workshop, May 23, Paul Ward was originally scheduled to attend but was not able to make the meeting.

Additional Comments

The Chairman recognized the Yuma County Administrator, Susan Thorpe, and asked if she would like to make any comments. Ms. Thorpe, thanked the Chairman and made known to the board that she wants to maximize any Federal safety funds available for Yuma County.

Mr. Gutierrez, YMPO Senior Planning/Mobility Manager personally thanked Mr. Ward for spearheading the YMPO office and bringing fresh ideas to YMPO staff.

12. Adjournment.

There being no further business to discuss, the meeting was adjourned at 2:50 p.m.

Notice: In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, YMPO does not discriminate on the basis of disability, in the admission of, or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in YMPO programs, activities, or services, contact Paul Ward at 928-783-8911.

Minutes prepared by:

Crystal Alonzo
Accountant II/Executive Assistant

Minutes reviewed to form by:

Paul D. Ward, Executive Director
Yuma Metropolitan Planning Organization

Minutes approved in regular session
on April 27, 2017

Deputy Mayor Gary Knight, Chairman
YMPO Executive Board

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.J.**
Meeting Date: 09/13/2017
Department Head: Tadeo De la Hoya, City Manager, Administration
Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding the Memorandum of Understanding with the Humane Society of Yuma for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:
Service: The Humane Society of Yuma provides kenneling, quarantine, and euthanasia services for stray animals or animals that have bitten people.

Amount: The City has entered into a Memorandum of Understanding with the Humane Society of Yuma in the past and has already budgeted funds up to **$80,000.00** for services to continue until the end of the Fiscal Year 2017-2018 on June 30, 2018. Under the Memorandum of Understanding, the City will pay for services as needed depending upon the number of animals and the services.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE AND CONTINUE THE MEMORANDUM OF UNDERSTANDING WITH THE HUMANE SOCIETY OF YUMA FOR THE FISCAL YEAR 2017-2018 IN AN AMOUNT NOT TO EXCEED $80,000.00 .

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$80,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No transfer needed.
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Account # 100-110-80000, Contracted Services $401,665.34

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

Account No: 100-110-80000, City Council Contractual Services, the amount of $80,000.00 is budgeted for Fiscal Year 2017-2018.

Attachments

Extension of Agreement

EXTENSION OF AGREEMENT

This extension of agreement (the or this "Extension") made this _____ day of_____, 2017, between the Humane Society of Yuma, Inc. (HSOY) of 4050 South Avenue 4½ E, Yuma, Arizona 85365, a non-profit corporation organized under the laws of Arizona and the City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona (the "City"). (HSOY and City may be referred to singularly as the "Party" and collectively as the "Parties")

SECTION ONE.
PURPOSE

This Extension renews for the City's current fiscal year the agreement for HSOY services to the City ("Agreement"). Said Agreement is attached as Exhibit A and is incorporated into this Extension by this reference. , any reference to this Extension shall include the Agreement.

SECTION TWO.
DURATION

By this Extension the Agreement that was effective July 1, 2016 through June 30, 2017 (Exhibit A) is extended from July 1, 2017 through June 30, 2018.

SECTION THREE.
RENEWAL

The Agreement may be renewed annually to coincide with the City's fiscal year upon mutual written consent of the Parties.

SECTION FOUR.
OBLIGATIONS OF THE PARTIES

All obligations and provisions of the Agreement remain the same.

SECTION FIVE.
MUTALLY HOLD HARMLESS

HSOY and the City shall hold each other harmless if an animal dies due to preexisting injuries or illnesses.

SECTION SIX.
PROVISIONS REQUIRED BY ARIZONA LAW

6.1 Conflict of Interest. This Extension is subject to the cancelation provisions of A.R.S. §38-511.

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

6.3 Boycott. HSOY certifies that it does not participate in, and agrees not to participate in during the term of this Extension a boycott of Israel under A.R.S. § 35-393.01. The undersigned understand that my entire response will become public record under A.A.C. R2-7-C317.

SECTION SEVEN.
MISCELLANOUS PROVISIONS

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

If to the City:	City Manager City of San Luis P.O. Box 1170 (by United States Postal Service) 1090 East Union Street (by personal process or courier) San Luis, Arizona 85349
With a copy to:	San Luis City Attorney The City of San Luis P.O. Box 1170 San Luis, Arizona 85349
If to the HSOY	Annett Lagunas Executive Director 4050 S. Avenue 4½ E Yuma, Arizona 85365

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

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

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

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

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

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

7.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Extension. The Parties agree that venue for any action commenced in connection with this Extension shall be proper only in a court of competent jurisdiction in Yuma County, Arizona, and the Parties waive any right to object to such venue.

7.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Extension or to enforce a provision of this Extension, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

7.9 Notice of Assignment. HSOY may assign all or any portion of its rights in this Extension to any one or more persons or entities, on such terms as HSOY may deem appropriate, provided, however, that HSOY may not assign all or any portion of its rights hereunder unless the corresponding obligations of the HSOY are assumed by the assignee of HSOY's rights. Notice of the assignment and assumption of HSOY's obligations shall be reflected in a document that shall be executed by HSOY and provided to the City. HSOY will be released from the obligations assumed by the assignee once the City receives notice under the notice requirements of this Extension.

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

7.11 No Agency Created. Nothing in this Extension shall create any partnership, joint venture, or agency relationship between the Parties.

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

7.13 Time is of the essence. Time is of the essence in this Extension and HSOY agrees to use the utmost diligence to perform the obligations in this Extension.

7.14 Entire Agreement. This Extension, including its Exhibit (incorporated into this Extension) constitutes the entire agreement between the Parties.

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

SECTION EIGHT.
EFFECT OF AGREEMENT

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

[Intentionally left bank, signatures continue on next page]

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

Both Parties agree this signed Extension meets acceptable terms to extend the Agreement.

City of San Luis, Arizona

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Humane Society of Yuma, Inc.

_____
Annette Lagunas, Executive Director

Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE HUMANE SOCIETY OF YUMA AND CITY OF SAN LUIS

For the kenneling of animals from the City of San Luis

This agreement is entered into on July 1, 2016, between the City of San Luis (COSL) and The Humane Society of Yuma. This agreement outlines the kenneling of animals collected within jurisdiction of COSL, by their Animal Control Officer (ACO), which COSL employs, in the shelter of The Humane Society of Yuma (HSOY). This agreement also outlines the fee schedule for the kenneling of animals from COSL.

1. IMPOUNDING: Any animal impounded by HSOY will be done by dispatch during regular business hours. Regular business hours are Monday through Sunday 9a.m.-5:00 p.m. Should an animal need to be brought into the shelter after business hours, the COSL's ACO will contact our office by dialing 928-782-1621 and request a call from the HSOY officer on call. The HSOY officer and the COSL's ACO may set a time to impound the animal at the convenience of the HSOY officer. From 11 p.m. to 7 a.m. no stray or healthy animals will be impounded into the HSOY shelter.

2. INJURED ANIMALS: Should the COSL's ACO pick up an animal after hours that is suffering and the COSL's ACO feels the animal needs to be euthanized, the COSL's ACO will call the HSOY and ask that an HSOY's ACO be contacted. The HSOY reserves the right to deny euthanasia of any animal if a staff member and a member of management feels that the animal should not be euthanized. HSOY also reserves the right to euthanize any animal at any point during the animals hold period should it be in the best interest of the animal.

3. STRAYS: Any animals that enters into HSOY for impoundment by the COSL's ACO will be held as a stray or possibly owned animal. An animal will be determined to be "owned" if the animal is wearing a collar, has a microchip or has been tattooed. Should the animal not be wearing a collar, have a microchip or have a tattoo, the animal will be considered "stray". Owned animals will be held for a total of 5 business days. A stray animal will be held for a total of 3 business days. Business days are considered to be Tuesday through Saturday.

4. CHARGES: Impound and boarding charges will start the day the animal entered HSOY shelter. If the animal is reclaimed before 12:00 p.m. no boarding charges will incur for that day. Boarding charges will be accessed on days that the HSOY is closed (including holidays) if the animal is impounded on said days. COSL will not be responsible for any boarding or other charges beyond the 3 or 5 business day minimum.

   Strays are held for three business days. If the animal is wearing a collar, is microchipped, or tattooed, it will be held for 5 business days.

5. BILLING: All bills will be sent by the 20th of every month, payment will be expected within 30 days of billing:

Dog boarding:	$32.00 per day
Dog impound fee:	$25.00
Cat Impound:	$20.00
Kitten < 8 weeks:	$5.00 per kitten
Kitten .8 weeks, 4 months:	$10.00 per kitten
DOA Disposal fee:	$20.00
Immediate Euthanasia fee:	$40.00
After hours ACO call:	$40.00

(After hours: 9 p.m. to 7 a.m. for an emergency euthanasia. COSL will be charged an immediate euthanasia fee plus an additional after hours ACO fee ($80.00). All invoices will be sent by the 20th of each month. All impound and boarding fees collected will be returned to COSL.

6. BITES: All animals that enter into the facility with a bit issue will be quarantined for the required ten days. The initial report will be done by the COSL's ACO and will be closed by the COSL's ACO. The HSOY staff will clear each bite animal and notify the COSL's ACO once the quarantine is completed. Each bite animal admitted to the HSOY will have a "one day" form signed. HSOY will provide the form.

Either party may terminate this agreement with 30 days' notice without cause. The signatures below indicated approval of this agreement.

HUMANE SOCIETY OF YUMA

Arnette Lagunas
Executive Director

CITY OF SAN LUIS

Tadeo A. De La Hoya
Interim City Manager

RECEIVED
SEP 06 2016
City of San Luis

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.K.**

Meeting Date: 09/13/2017

Department Head: Tadeo De la Hoya, City Manager, Administration

Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Ramirez Advisors Inter-National, LLC provides services related to assisting the City of San Luis in relations with Federal, State, and Bi-National entities to address the needs of our region.

Amount: The City of San Luis has entered into an agreement with Ramirez Advisors Inter-National, LLC in the past and has already budgeted funds in the amount of $50,000.00 for services to continue until the end of the Fiscal Year 2017-2018 on June 30, 2018. The $50,000.00 will cover a discounted yearly retainer requested by the City. In addition to the retainer, the contract covers travel and out-of-pocket expenses such as mileage, lodging, airfare and ground transportation. The City has paid these expenses in prior years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH RAMIREZ ADVISORS INTER-NATIONAL, LLC, FOR THE FISCAL YEAR 2017-2018 IN THE AMOUNT OF $50,000.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00 plus travel and out-of-pocket expenses
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No Transfer Required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000-Contractual Services/$401,665.34

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

Account No: 100-110-80000, City Counsel Contractual Services. The retainer amount of $50,000.00 is budgeted for fiscal year 2017-2018. The travel and out-of-pocket expenses will be paid out of the same account following the City's travel expenses policies.

Attachments

Renewal Letter FY 17-18

Ramírez Advisors Inter-National, LLC
Innovative Crossborder Solutions and Governmental Affairs

2642 East Thomas Road
Phoenix, Arizona 85016
(602) 820-3931
luis@ramirezadvisors.com

August 9, 2017

The Honorable Gerardo Sanchez
Mayor
City of San Luis
767 N. First Avenue
P.O. Box 1170
San Luis, Arizona 85349

Via electronic mail: gsanchez@cityofsanluis.org

RE: Renewal of Contract for Professional Services

Dear Mayor Sanchez,

On behalf of Ramírez Advisors Inter-National, LLC, (RAI-N), I want to thank you for the opportunity of presenting this contract renewal to you and the City of San Luis (the City) as the City works to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the region.

OUR UNDERSTANDING

The City of San Luis is experiencing high rates of growth and is confronting a number of significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.

The General Services Administration (GSA) along with various other federal agencies have been delayed in the design and construction of the necessary modernizations to the San Luis I port of entry. Additionally, there are various transportation and other related infrastructure issues that need to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, will be able to traverse through the community. As experienced in various other border communities, these types of projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without appropriate planning, the City stands to be bypassed by the growth and be left to deal with the challenges associated with the growth and traffic.

OUR PROPOSAL

RAI-N, by working with you and the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among the key stakeholders. In particular, there are a number of key infrastructure projects under way or under consideration that can impact the regions long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the region. Some of the projects are of an immediate nature and others will gain greater relevance in the long-run but all have to be considered as part of a broader economic development strategy for the region.

Among the key projects under consideration and are to be monitored – although this is **not** an all-inclusive list – are:

- The San Luis I Border Station Reconfiguration Project;
- The San Luis Rio Colorado I Border Station Reconfiguration Project;
- The operations at the San Luis II border station;
- The operations at the San Luis Rio Colorado II station;
- Others as they become better defined or as determined appropriate for consideration.

Among the various areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that our efforts to achieve the following:

- Assisting in the preparation and dissemination of strategic information that outline the critical areas of need and/or projects;
- Assist the City of San Luis in the implementation of an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region;
- Facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration (“GSA”), Customs and Border Protection (“CBP”), and the Arizona Department of Transportation (“ADOT”);
- As determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects;

- More as determined appropriate by the City in consultation with RAI-N.

In an effort to maintain the City informed of our activities and relevant matters, RAI-N will:

- Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor and to the entire City Council. There will be additional exchanges of communication on as needed basis. Our experience has proven that more frequent reporting can result in an information overload for our clients and thus an inefficient use of time;

- RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference;

PROFESSIONAL STAFFING

I will be primary point of contact for all services relating to this engagement. Other firm professionals will be involved in this engagement on as needed basis and as determined appropriate by RAI-N. In attachment #1 you will find a copy of a brief personal biography.

Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services in order to effectively execute any portion of this engagement, RAI-N will work with you in order to secure those services. You will be responsible for payment of any third-party services.

OUR FEES AND EXPENSES

RAI-N will require an annual retainer of $50,000 to be paid in 12 equal payments of $4,166.67. We have found that this approach results in a more cost-effective and efficient use of time for our clients rather than the traditional charge on a per-copy, per-fax or any other function on an itemized basis. **The retainer reflects a substantial discount of the standard fees, a discount that was requested by the City of San Luis.**

Additionally, the City will cover all travel related and out of pocket expenses including lodging, airfare and ground transportation as they pertain to this engagement. Invoices are due within 30 days of the date they are received. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

In an effort to help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, the mileage RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration, of $0.54/mile as of the date indicated on this document.

RAI-N will request prior verification, either in hard copy, telefax or via electronic mail in order to incur any expenses in excess of $100 on behalf of the City. We have found that seeking written approval for expenses that are of lesser quantities can be time consuming. Of course, we do not anticipate incurring any expenses without prior approval from you and a detailed reporting of all expenses will be submitted along with each invoice.

GENERAL TERMS AND CONDITIONS

The duration of this agreement shall be for one year commencing from the date of execution. At the conclusion of that year the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this agreement. Additionally, either party shall have the option of terminating this agreement by providing a 30-day advance notice in writing or all fees owed to that termination date shall be paid to RAI-N as per the terms of this agreement.

RAI-N adheres to the strictest standards of ethics and professional behavior and provides professional services based on commonly accepted business principles, terms and standards, unless otherwise indicated.

It is our practice to hold any and all information provided to us by our clients as confidential.

RAI-N will act as an independent contractor to you and the City and RAI-N will be directly responsible for any compensation and/or coverage of benefits and taxes to any RAI-N personnel.

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

Confidentiality of Information; Disclosure

RAI-N agrees to maintain in confidence all City or City related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone, for any reason, or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade

secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City.

It is understood that RAI-N maintains a working relationship with other persons and legal entities. RAI-N shall promptly disclose the names of all other governmental entities that it is working with in the Country of Mexico and the States of Arizona, California, and New Mexico and the projects that it is working on for the purpose of avoiding conflicts of interest between clients. City agrees that any information disclosed by RAI-N shall be treated as confidential information to be treated as either private commercial trade secret information or as private work product information of RAI-N.

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

CONCLUSION

We believe that our direct experience in projects on the border, our ability to interact with key stakeholder agencies and entities on both sides of the border and our fully bi-cultural and binational experience allows us to assure you that we will be a value-added member of the City's leadership team. Should you find the terms of this proposal acceptable kindly sign and date it and return it at your earliest convenience.

Thank you in advance for the consideration you give to this proposal. We are excited about working with you in this very unique project and we thank you for the consideration that you give to this proposal.

Respectfully,
FOR RAMÍREZ ADVISORS INTER-NATIONAL, LLC



Luis E. Ramírez Thomas, MSFS
President

FOR THE CITY OF SAN LUIS

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

ATTACHMENT #1

Professional Biography

LUIS E. RAMÍREZ THOMAS, MSFS

Luis is the President of Ramírez Advisors Inter-National, LLC (RAI-N). He has over 25 years of experience on US-Mexico border infrastructure projects, North American relations, international business, negotiations, economic development, and industrial site selection, project management and governmental affairs. Luis has dedicated a considerable amount of time, both personal and professional, to fostering better relations with Mexico and Canada, improving the quality of life for the residents of the border and promoting the economic development of the region.

Most recently, Luis was the International Business Advisor for Lewis and Roca, LLP, in Phoenix, Arizona. There he worked with clients from the strategic planning phase of an international business expansion through the implementation and start up of operations, including market research, site selection, negotiations, vendor selection, economic development incentives, strategic partner identification, government relations and procurement and project management.

Prior to joining Lewis and Roca, Luis was a Manager with the Corporate Real Estate Solutions practice (Fantus) in the Los Angeles office of Deloitte & Touche, LLP. Luis served as the National lead for *Mexico: Location Strategies and Implementation*, offering clients a one-stop-shop option that included fully coordinated, cross-functional, binational and bicultural grouping of services designed to assist clients with the business expansions to Mexico. He was also a member in various major site selection efforts for Deloitte & Touche clients in the US and globally.

Luis was also the Regional Director, the Americas, of the Global Market Entry Practice for Deloitte & Touche, where he helped establish the Mexico Advisory Services Group, a multidisciplinary client services team for the Southern California region of Deloitte & Touche.

Additionally, Luis was the Bulk Power Marketer for International Markets and a Senior Consultant for Industrial Development and International Programs with Arizona Public Service Company (APS). While at APS, Luis helped develop business opportunities for Bulk Power Services in Mexico and identified opportunities to expand retail sales that enhanced the utilization of APS's existing resources along the US-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in the San Luis Rio Colorado, Sonora region. These projects entailed extensive work with Mexican and US Federal regulatory agencies and state and local governments.

Luis was recently completed 6 years as a member of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border with Mexico. Luis also recently completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal task

force designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

Luis was also the Executive Director of the Border Trade Alliance (BTA) in 1994-'95 and was the Executive Assistant to the Chairman of the BTA in 1991-'92. He also worked for Joffroy Customs Brokers as an import-export specialist in the Maquiladora department.

Luis served on the Board of Directors of the BTA from 1996 to 2008, where he was also a member of the Executive Committee, Chairs the Immigration Committee and was the Co-Chair of the Public Policy Committee. As a past-Chair of the BTA, Luis was also one of the organization's Ambassadors at Large. In his functions with the BTA, Luis helped structure and implement many of the organization's positions on key issues including those pertaining to Border Crossing Cards, Federal inspection procedures at the border, utilization of resources, securing funds for border infrastructure and staffing and many others. He also helped represent the organization's key positions such as the supporting of the creation of the Department of Homeland Security.

Luis recently completed 4 years of service on the Board of Directors of the Arizona-Mexico Commission where he also served as the Chair of the Border Infrastructure and Economic Development Initiative. Luis recently completed a two-year term as a member of the Joint Legislative Review Committee on Transportation between Arizona and Sonora. As one of the three public members of this committee, Luis will be involved in the coordination of efforts on Arizona-Sonora transportation issues and make annual reports and recommendation to the Arizona legislature on environmental, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry commercial traffic between Arizona and Mexico.

Luis sits on the Board of Directors of the Arizona Hispanic Chamber of Commerce, the Isaac School District Foundation and Friends of Public Radio Arizona. He also serves on the Board of Advisors for the West Valley Child Crisis Center. He has served on multiple boards including the LatinAmerican Art Alliance at the Phoenix Art Museum, the Arizona-Mexico Commission, the SETIF Oversight Committee, the Governor's Canamex Task Force, the BTA Foundation, the US-Mexico Chamber of Commerce-California Chapter, World Trade Center Arizona, the National Law Center for Inter-American Free Trade among various others.

Luis, born in Mérida, Yucatan, attended High School in Vancouver, British Columbia. He earned his Bachelor of Arts from the University of Arizona, cum Laude. He majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He also earned his Master's of Science in Foreign Service from Georgetown University, where he was awarded a Dean's Citation of Service. During his studies at Georgetown, Luis did a special internship with Congressman Jim Kolbe, where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.L.**

Meeting Date: 09/13/2017

Department Head: Tadeo De la Hoya, City Manager, Administration

Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

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

Amount: The City has entered into agreements with Amberly's Place, Inc. in past years and has already budgeted funds in the amount of **$41,808.00** for services to continue until the end of the Fiscal Year 2017-2018 on June 30, 2018.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH AMBERLY'S PLACE, INC. FOR THE FISCAL YEAR 2017-2018 IN THE AMOUNT OF $41,808.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$41,808.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No Transfer Required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Account #100-110-80000, Contractual Services/Remaining Balance/$401,665.34

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

Account # 100-110-80000, City Council's Contracted Services. Contract amount of $41,808.00 is budgeted for Fiscal Year 2017-2018.

Attachments

Letter

FY17 Agreement

Amberly's PLACE
Family Advocacy Center

April 19, 2017

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

Mr. De La Hoya,

Since Amberly's Place partnered with the City of San Luis in June of 2008, calls for services have increased consistently each year. Each call for service is a victim reaching out for help to leave an abusive relationship. In the first three months of 2017 San Luis represented the 2nd highest request for crisis response services in Yuma County (Yuma Police Department was the highest). As community leaders like yourselves speak out against violence and in support of Amberly's Place, the citizens of San Luis become increasingly more comfortable reporting abuse and seeking assistance. It is this partnership that serves to increase the safety and quality of life for those living in San Luis and I believe that the council and police department's investment in the citizens of San Luis are reflected in the numbers, with a 122% increase in calls for service in just the first three months of this year over the same period last year (Jan – Mar 2017 vs. Jan – Mar 2016).

Last year from February 2016 to February 2017 we provided services for 318 San Luis victims through your police department. Community members who came in for information and referral services are not included in that number. Due to the growth in calls for services in the City of San Luis we have a full time advocate in your community. One advocate with this agency is assigned to provide services out of the Amberly's Place office 5 days a week and the on-call advocates continue to respond to your community when called upon to do so 24/7.

The partnership this agency has with the City of San Luis Mayor and Council as well as the Police Department is very important to us. We have been able to provide 9 trainings for your law enforcement officers, as well ongoing peer review support on investigative practices. This last year you provided $41,808.00 in funding to Amberly's Place Family Advocacy Center. We are hoping you will be able to provide the same level of funding this year of $41,808.00.

Thank you for your on-going support it means so very much to our success with the victims in your community. Together we are making a difference.

Sincerely,

Diane Umphress
Executive Director
Amberly's Place

AGREEMENT

THIS Agreement is entered into by and between the CITY OF SAN LUIS, AZ a municipal corporation of the State of Arizona, hereinafter called CITY, and AMBERLY'S PLACE, INC., a non-profit organization hereinafter called AMBERLY'S PLACE.

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

WHEREAS, AMBERLY'S PLACE provides a great service within the City of Yuma and is vital to the health and welfare of Yuma's citizens; and

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

NOW, THEREFORE, the parties hereto, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

I. AMBERLY'S PLACE AGREES TO PERFORM THE FOLLOWING:

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

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

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

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

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

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

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

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

(a) Lists travel activities;

(b) Lists capital expenditures;

(c) Describes results of activities and expected achievements;

(d) Describes program effectiveness;

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

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

II. THE CITY SHALL PROVIDE THE FOLLOWING:

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

B. The method of payment shall be as follows:

1. The AMBERLY'S PLACE shall submit a request for payment monthly to the CITY'S Director of Finance detailing the proposal expenditures for the actual expenditures to date.
2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within fifteen (15) days to AMBERLY'S PLACE, excepts as provided in subsection C.

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

1. AMBERLY'S PLACE'S failure to render acceptable services as stated in the performance criteria of Section I. The City Administrator, or designee, shall investigate and monitor the quality of AMBERLY'S PLACE'S services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Administrator shall

notify AMBERLY'S PLACE of the specific deficiencies in performance and provide a reasonable time for AMBERLY'S PLACE to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not AMBERLY'S PLACE'S services are acceptable will be the CITY'S exclusive decision.

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

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

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

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:

A. The term of the Agreement shall be for one year commencing on July 1, 2017 and ending on June 30, 2018.

B. The CITY agrees to pay AMBERLY'S PLACE as follows:

1. The amount of $41,808.00 for services to be provided by AMBERLY'S PLACE pursuant to this Agreement during City fiscal year 2017/2018.

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

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

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

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

IV. TERMINATION

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

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

B. By mutual written consent of both parties hereto.

C. For breach or default by AMBERLY'S PLACE of any of its obligations set forth herein.

V. INDEMNIFICATION:

To the fullest extent permitted by law Amberlys Place shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part by any negligent act or omission of Amberlys Place, or anyone directly or indirectly employed by Ambary's Place for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder, whether authorized by Amberly's Place or not, including theft by Amberly's Place or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement,

VI. INSURANCE

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

VII. GENERAL CONDITIONS:

A. Nondiscrimination. AMBERLY'S PLACE shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with

Disability Act of 1990. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contracts entered into for performance of AMBERLY'S PLACE'S obligations under this Agreement.

B. Financial Review.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

0. Notices. All notice, demands or other communications given hereunder shall be in writing and shall be deemed to have duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

TO CITY:
City of San Luis
ATTN: City Manager
1090 East Union Street
P.O. Box 1170
San Luis, AZ 85349

Amberly's Place, Inc.
1310 S. 3rd Avenue
Yuma, AZ 85364

P. Compliance With A.R.S. § 23-214.

A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both the City and Amberly's Place will not enter into a contract with any Company or its providers or subcontractors that is/are not are in compliance with the requirements of A.R.S. § 23-214. Both the City and Amberly's Place hereby represent that they are in compliance with said law and will continue to be in compliance. By signing below, each represents and warrants that they are in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this agreement.

I. Sudan and Iran.

Pursuant to A.R.S. § 35-393.06, the parties hereto certify that they do not have a scrutinized business operation, as defined in A.R.S. Sec. 35-391(15), in either Sudan and/or Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____ 2017.

CITY OF SAN LUIS, a municipal corporation

Amberly's Place, Arizona non-profit corporation

_____
Tadeo A. De La Hoya, City Manager

_____
Executive Director

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.M.**
Meeting Date: 09/13/2017
Department Head: Tadeo De la Hoya, City Manager, Administration
Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:
Service: The Youth Build Program of Portable Practical Education Preparation, Inc. (PPEP) provides low-income youth, ages 17-24, education to obtain their GED, learn job skills, and leadership development, while serving their communities; by building affordable housing and providing community services. Under the contract with the City, 80% of their graduates are residents of the City of San Luis.

Amount: The City has entered into an agreement with PPEP in the past and has already budgeted funds in the amount of **$26,000.00** for the Youth Build Program until the end of the Fiscal Year 2017-2018 on June 30, 2018.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH PPEP, INC, FOR THE FISCAL YEAR 2017-2018 IN THE AMOUNT OF $26,000.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$26,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No Transfer Required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Account # 100-110-80000 Contracted Services/$401,665.34

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

Account # 100-110-80000, City Council Contracted Services. Contracted amount of $26,000.00 is budgeted for Fiscal Year 2016-2017.

Attachments

FY17 Agreement

Funding Agreement

The AGREEMENT entered into as of this 1st **day of July, 2017,** between the City of San Luis, Arizona, (hereinafter referred to as "City") and Portable Practical Education Preparation, Inc. (PPEP), (hereinafter referred to as "Contractor").

WITNESSETH THAT:

WHEREAS, City has allocated certain funds for a YouthBuild Program for young adults In the City of San Luis, Arizona; and

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

WHEREAS, the City wishes the YouthBuild Program to serve and graduate at least 80% of San Luis students enrolled per cohort.

A. STATEMENT OF WORK

1. Name of Activity: YouthBuild Program

2. Description: (see ATTACHMENT I)

3. Funding Agreement Total: $26,000

4. Period of Coverage under this agreement: July 1, 2017 to June 30, 2018

5. Number served: 80% of YouthBuild enrollees from San Luis will graduate from the program

B. PERFORMANCE MONITORING

The city will monitor the performance of the Contractor against goals and performance standards herein. Substandard performance as determined by the City will constitute noncompliance with the AGREEMENT. If action to correct such substandard performance IS not taken by the Contractor within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

C. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

CITY

Name:
Title: Director of Community Development

Address: P.O. Box 1170
San Luis, Arizona 85349
Telephone:
928-341-8584

CONTRACTR

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

D. SPECIAL CONDITIONS
None

E. CONTRACTOR RECOGNITION

The Contractor shall insure recognition of the role of the city in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently support provided herein in all publications made possible with funds made available under this contract.

F. INDEPENDENT CONTRACTOR

Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this AGREEMENT. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and /or medical insurance and Workers' Compensation Insurance as the Contractor is an independent contractor.

G. WORKERS COMPENSATION

The Contractor shall provide Workers' Compensation Insurance or a comparable insurance coverage for all of its employees/participants involved in the performance of this contract.

H. GENERAL CONDITIONS

1. Payment: It is expressly agreed and understood by the City that the total amount to be paid to the Contractor under this contract by the City shall not exceed $26,000.

2. Time of Performance: **This AGREEMENT shall take effect on the 1st day of July 2017 through and including the 30th day of June 2018.**

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

4. Subcontracting: None of the services covered by this AGREENET shall be subcontracted without prior approval by the city.

5. Maintenance and Availability of Records: in connection with the AGREEMENT, the Contractor shall maintain all accounting, client records, papers maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.

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

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

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

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

a. Violates any provision of this AGREEMENT; OR

b. Fails to complete performance in a timely manner

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

10. Audits: The Contractor shall comply with the audit requirements set forth in Office of Management and Budget (OMB) Circular A-133.

IN WITNESS WHEREOF, the City and the Contractor have executed this AGREEMENT, as of the last date written below.

City of San Luis

By_____

Title: City Manager

Date _____

Contractor

By_____

Title:

Date_____

Attest:

City Clerk _____

Approved as to form:

City Attorney _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.N.**

Meeting Date: 09/13/2017

Department Head: Tadeo De la Hoya, City Manager, Administration

Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

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

Amount: The City has entered into an agreement with the Yuma Community Food Bank in the past and has already budgeted **$15,000.00** for food to low-income persons in the City of San Luis until the end of the Fiscal Year 2017-2018 on June 30, 2018.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH YUMA COMMUNITY FOOD BANK IN THE AMOUNT OF $15,000.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$15,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No Transfer Needed
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Account #100-110-80007-Sponsorships/Pledges /Remaining Balance $41,650.00

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

Account No: 100-110-80007, City Council's Sponsorships/Pledges. Contract amount is budgeted for fiscal year 2017-2018.

Attachments

Letter

Agreement

YUMA COMMUNITY FOOD BANK
Serving Southwestern Arizona

2404 East 24th Street, Suite A |Yuma, AZ 85365

928. 343.1243 Office 928.726.1679 Fax

www.yumafoodbank.org|info@yumafoodbank.org

August 23, 2017

City of San Luis
Tadeo Angel De La Hoya
City Manager
1090 E. Union Street
P. O. Box 1170
San Luis, AZ 95349

Mr. De La Hoya;

The Yuma Community Food Bank (YCFB) has been providing food assistance since 1978 by transporting and distributing food through multiple programs, to the San Luis Community. These programs include the distribution of USDA Commodities through The Emergency Food Assistance Program (TEFAP), the Commodity Supplemental Food Program (CSFP), Produce Distributions and food support to the San Luis Senior Nutrition Center.

With funding from San Luis, YCFB will continue to enhance our ability to serve the needs of the underserved members in your community. It is common knowledge that the economy has affected everyone and is slow in its return. To combat this, YCFB continues to provide any and all resources available toward procuring food and providing efficient distribution of it. In the last fiscal year, we served 908 families with an average of 63,560 pounds of food distributed into the San Luis community. In the prior fiscal year, we distributed to 474 families with 28,440 pounds.

We request support in the amount of $15,000 for fiscal year 2018. YCFB has truly appreciated the support and partnership that the City Council has provided to the Food Bank previously. It is with your support that we are able to provide food to those in need and we look forward to collaborating in our fight against hunger in your community.

If you need any additional information or if I may make a presentation to your council, please feel free to contact me: (928) 259-2203 or smerten@yumafoodbank.org.

Gratefully,

Shara Merten

Shara Merten

President/CEO

MEMBER OF FEEDING AMERICA
Yuma County Chamber of Commerce
ASSOCIATION OF ARIZONA FOOD BANKS
United Way United Way of Yuma County

AGREEMENT

Agreement made this ___ day of_____ , 2017, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona ("City"), and Yuma Community Food Bank, 2404 E. 24th Street, Yuma, AZ 85365.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. The City agrees to pay to Yuma Community Food Bank the sum of $15,000.00 (FIFTEEN THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.

2. Between July 1, 2017 and June 30, 2018, Yuma Community Food Bank promises to deliver food to needy persons within the City limits of City of San Luis at least twice per month and to do so free of charge to said needy persons.

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

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

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

6. General Provisions.

   A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Yuma Community Food Bank of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

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

C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

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

F. Time of the Essence. Time is of the essence of this contract.

G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between City and Yuma Community Food Bank. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by written amendment executed by the parties hereto.

Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 35-511.

K. Reformation. Should any term, provision, covenant or condition of the agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the district of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

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

N. No Personal Liability. No member, official or employee of the City shall be personally liable to Yuma Community Food Bank, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Yuma Community Food Bank or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

0. Employment Eligibility. Yuma Community Food Bank herby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that related to its employees and with A.R.S. 523-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Yuma Community Food Bank and any contractor or subcontractor employee of Yuma Community Food Bank to ensure that Yuma Community Food Bank and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. Licensee agrees that in the distribution of food it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the Yuma County Health Department.

Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party to this agreement has caused it to be executed on the day and year first above written.

Yuma Community Food Bank

By: _____

City of San Luis

By: _____

Tadeo A. De La Hoya,
City Manager

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.O.**

Meeting Date: 09/13/2017

Department Head: Tadeo De la Hoya, City Manager, Administration

Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of a contract for the ComicCon event in San Luis, Arizona for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Arizona Western College Students through the Yuma County Arts and Cultural Group put on a successful Blazing Desert ComicCon in March of 2016 and March of 2017. We are expecting a successful Blazing Desert ComicCon in March of 2018. They will use the City Logo in their advertising for the event. The City Council has already budgeted funds in the amount of **$2,000.00** for the event for Fiscal Year 2017-2018 ending June 30, 2018.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH YUMA COUNTY ARTS AND CULTURAL GROUP (BLAZING DESERT COMIC CON) IN THE AMOUNT OF $2,000.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$2,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No Transfer Needed
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Account #100-110-80007-Sponsorships/Pledges/Remaining Balance $41,650.00

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

Account No: 100-110-80007, City Council's Sponsorships/Pledges. Contract amount of $2,000.00 is budgeted for fiscal year 2017-2018.

Attachments

Letter

Agreement

Antonio C. Carrillo
P.O. Box 4293
San Luis, Arizona 85349

April 20, 2017

Mayor Gerardo Sanchez and Council Members
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Dear Mayor Sanchez and members of the Council,

The Blazing Desert ComicCon – San Luis, Arizona continues to highlight our community positively in our region and beyond.

This year, the artists' line-up included **Los Angeles** based Carla Perez, actress who portrayed *Rita Repulsa* in the TV series *Mighty Morphin Power Rangers* and Jason Ybarra, actor who depicted the Red Power Ranger in the same TV program and has been contributing with singer Vanilla Ice in his "I Love the 90s" world tour.

The different activities and additional guests included:

- Mario Kent and Pokemon Video Games
- Dungeons and Dragons, Pokemon & Force of Will, Vanguard & Yu-Gi-Oh, and Magic & Weis Schwarz Card Tournaments
- **Phoenix** Natalie Arvizu cosplayer, Corgi Cosplay, Heartless Aquarius cosplayer
- **Yuma** - LilimOO Cosplayer, Laru Cosplayer, MoNic Cosplayer
- **Tucson** - Stray Kat Cosplayer.
- **Minnesota** - Rufus: Supernatural Impala and the Tardis
- **Phoenix** - The Arizona Legacy Rangers
- **San Diego** - Star Trek Continues – Cat and John Roberts
- **Hollywood** - MusicBand "Knight od Audio"
- **Yuma** – BorderCity RollerGirls
- All-Day Panel discussions
- Food and merchandise vendors and more

Accommodating all these guests has become quite a financial challenge and has made it difficult for our group of volunteers to sustain an event of this magnitude. We hope that our city government continues to support this event and provides us with the financial support to bring this event in 2018.

For these reasons and on behalf of the organizers, I would like to request your financial assistance in the amount of $5,000 for this purpose.

I have included a list of benefits that this event has brought to our community.

- Promoting a positive image of San Luis
- Organizing a family event
- Diversity of comic con fans in our city
- Accessing activities that are usually only available in large urban and cosmopolitan cities
- Encouraging the inclusion of peoples of all backgrounds in a single event
- Impacting positively San Luis businesses
- Scholarship fund for SYC students
- Mentoring youngsters as future leaders

If you have any questions, please contact me at your convenience at (928) 246-5212 or via email.

Respectfully,

Antonio C. Carrillo, MA/MEd

Cc: Mr. Tadeo de La Hoya

AGREEMENT

Agreement made this _____ day of _____ , 2017, between Yuma County Arts and Cultural Group, of P.O. Box 4293 San Luis, Arizona 85349, ("Group"), and City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona ("City").

SECTION ONE. ANNUAL BLAZING DESERT ComicCon

The 2016 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, beginning on or about March ___, 2018, and ending on or about March _____ , 2018, pursuant to the terms and conditions of this agreement.

SECTION TWO. DUTIES OF GROUP

Group shall properly advertise and promote Blazing Desert ComicCon and do or cause to be done all other things necessary or advisable to make the event a success.

SECTION THREE. ADVERTISING OF CITY'S NAME

Group shall cause City's name to appear prominently in all advertising and publicity in connection with Blazing Desert ComicCon.

SECTION FOUR. DUTIES OF CITY

A. City shall pay $2,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.

B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona available for the 2018 Annual Blazing Desert ComicCon events.

C. Otherwise, all expenses in any way pertaining to Blazing Desert ComicCon shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to Blazing Desert ComicCon.

SECTION FIVE. LIABILITY INSURANCE

Group shall provide City a Certificate of Insurance. Group shall carry proper liability insurance in an amount and with companies acceptable to City, naming City as an insured and fully protecting and indemnifying City from every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with Blazing Desert ComicCon, including preparation for the events, the events themselves, and any acts in any way connected with the events.

SECTION SIX. BOOKS AND RECORDS

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by April 4, 2018 showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION EIGHT. COOPERATION OF PARTIES

City shall lend cooperation and support to and work with Group for the purpose of making Blazing Desert ComicCon successful.

SECTION NINE. ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION TEN. NO WAIVER

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

SECTION ELEVEN. Termination on default

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

SECTION TWELVE. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of Arizona.

SECTION THIRTEEN. SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION FOURTEEN. ENTIRE AGREEMENT

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

SECTION FIFTEEN. MODIFICATION OF AGREEMENT

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

SECTION SIXTEEN. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION SEVENTEEN. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The parties have executed this agreement at San Luis, Arizona the day and year first set forth above.

Yuma County Arts and Cultural Group

_____

Antonio Carrillo

City of San Luis, Arizona

_____

Tadeo A. De La Hoya, City Manager

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.P.**
Meeting Date: 09/13/2017
Department Head: Tadeo De la Hoya, Interim City Manager, Administration
Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2017-2018. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:
Service: Gethsemani Food Ministry provides, free of charge, food to low-income persons in the City of San Luis.

Amount: The city has entered into an agreement with Gethsemani Food Ministry in the past and has already budgeted **$3,000.00** to provide food for families that are going through an economic hardship in the City of San Luis. This agreement is for Fiscal Year 2017-2018 ending on June 30, 2018.

The City Attorney is reviewing the contract and the final version will be attached to the agenda item for the regular meeting on September 13, 2017. No substantive changes are anticipated.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH GETHSEMANI FOOD MINISTRY IN THE AMOUNT OF $3,000.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$3,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	No transfer needed.

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: City Council's Sponsorships/Pledges Account No. 100-110-80007 $41,650.00

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

Balance before purchase will be obtained from finance before the Work Session on September 6, 2017.

Attachments

Letter

Agreement

GETHSEMANI FOOD MINISTRY

SAN LUIS INDEPENDENT FOOD BANK

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

Jose Manuel Castro
Pastor / President.

May 11, 2017.

Dear City of San Luis, AZ.

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

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

With great humbleness I make you aware of the program we have in place to help the needy and less fortunate of our city. We have been donating tons of food like never before. It's impressive the amount of food we gather on a weekly basis from various locations, like: Nogales, Tucson, Phoenix and Yuma. Our purpose has always been to fight hunger in the name of Christ. Thanks to the Lord we have two trucks available to make these runs- these trucks are our way of transport in order to support hundreds of families who go hungry in our community each month. In order for us to continue serving our community we need a partner to help us with the expenses of making possible the renewal of the license plates for the two trucks. They are expiring this month of June.. In order for us to renew the tags, we need to come up with approx. $4,000 dollars.

Our prayer is that our City of San Luis, AZ can stand with us in support with $3,000 dollars.

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

Optimistically,

Jose M. Castro. President / Pastor.

AGREEMENT

Agreement made this _____ day of _____ , 2017, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona ("City"), and Gethsemani Food Ministry, 1011 B Street, P.O. Box 2067, San Luis, AZ 85349, ("Food Ministry").

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. The City agrees to pay to Food Ministry the sum of $3,000.00 (THREE THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.

2. Between July 1, 2017 and June 30, 2018, Food Ministry promises to deliver food to needy persons within the City limits of City at least once a week and to do so free of charge to said needy persons.

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

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

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

6. General Provisions.

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

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

   C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

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

F. Time of the Essence. Time is of the essence of this contract.

G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between City and Food Ministry. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by written amendment executed by the parties hereto.

Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 35-511.

K. Reformation. Should any term, provision, covenant or condition of the agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the district of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

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

N. No Personal Liability. No member, official or employee of the City shall be personally liable to Food Ministry, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Food Ministry or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

0. Employment Eligibility. Food Ministry herby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that related 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 penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Food Ministry and any contractor or subcontractor employee of Food Ministry to ensure that Food Ministry and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. Licensee agrees that in the distribution of food it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the Yuma County Health Department.

Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party to this agreement has caused it to be executed on the day and year first above written.

Gethsemani Baptist Church, Gethsemani, Food Ministry

By: _____

City of San Luis

By: _____
Tadeo A. De La Hoya,
City Manager

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.Q.**
Meeting Date: 09/13/2017
Department Head: Tadeo De la Hoya, City Manager, Administration
Submitted By: Laura Herrrera, Assistant to Council/Public Information Officer, City Council
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2006. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

Service: Yuma County Area Transit (YCAT) provides bus and transit services for the city and the surrounding county areas.

Amount: The city has contributed to YCAT since 2012 under an Intergovernmental Agreement (IGA). The city has already budgeted funds in the amount of **$70,573.00** to help services continue until the end of Fiscal Year 2017-2018 on June 30, 2018. The City of San Luis and seven (7) other entities entered into the IGA in 2012 with YCAT to provide regional public transportation. Under the IGA, San Luis is to contribute a share of funding YCAT's public transportation. Other contributions come from Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Indian Tribe, Arizona Western College, and Northern Arizona University. Under the IGA of 2012, a formula of the percentage of contribution is developed every year.

At the March 27, 2017, open meeting of the Yuma County Intergovernmental Public Transportation Authority, an 11.39% contribution was calculated for San Luis for a total of $70,573.00. This is only one dollar more than the contribution for the first year in 2012, which was 13.80% for the amount $70,572.00 and it is the same amount as last year.

Procedure of Approval: Under the IGA, the city's approval is to be by way of resolution.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2006, AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$70,573.00
BUDGETED AMOUNT:	$70,573.00
AVAILABLE AMOUNT TO TRANSFER:	No Transfer Required
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000-Contractual Services/Remaining balance/$401,665.34

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

Account #100-110-80000 City Council Contractual Services. $70,573.00 was budgeted for Fiscal Year 2017-2018.

Attachments

Resolution No. 2006

YCAT March 27, 2017 Minutes

YCAT Letter

Master IGA YCIPTA

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2006

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

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

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

WHEREAS, the YCIPTA at its March 23, 2015 meeting adopted a formula of 11.39% for a total amount of $70,573.00 for the contribution for San Luis which was approved by City Council last fiscal year; and

WHEREAS, the Council of the City of San Luis has approved a budget which included this contribution;

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

Section 1: That the appropriate City officials are hereby authorized and directed to submit the contribution for the purpose of YCAT transportation services in the amount not to exceed $70,573.00 of non-federal funds.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2017.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

The Yuma County Intergovernmental Transportation Authority (YCIPTA) met in Regular Session on Monday, March 27, 2017 at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ, 85364. The Chairman called the meeting to order at 1:32 p.m.

Members present:
Bill Lee/City of Somerton/Chairman
Susan Thorpe/Yuma County/Vice Chair
Larry Killman/Town of Wellton/Secretary & Treasurer
Greg Wilkinson/City of Yuma
Brian Golding, Sr./Quechan Indian Tribe
Ralph Velez/San Luis
Michael Sabath/Northern Arizona University

Members Excused:
Paul Soto/Cocopah Indian Tribe
Daniel Corr/ Arizona Western College

Other Present:
Shelly Kreger/YCIPTA/Transit Director
Carol Perez/YCIPTA/Management Analyst
Chona Medel/YCIPTA/Financial Services Operations Manager
Daisy Ruiz/YCIPTA/Office Specialist I
Jesus Aguilar/National Express/Safety and Training Manager
Daniel Schueller/National Express/Safety and Training Manager

The Pledge of Allegiance was led by Mr. Killman.

CALL TO PUBLIC:

There were no public comments made but call to the public was left open by the Chairman.

CONSENT CALENDAR:

No. 1: Adopt the February 27, 2017 regular minutes.

MOTION (Killman/Velez): Approve item as presented.
VOICE VOTE: Motion Carries, 6-0 with Ms. Thorpe, Mr. Soto and Dr. Corr being excused.

Ms. Thorpe arrived.

DISCUSSION & ACTION ITEMS:

No. 1: Discussion and Action to Adopt the Comprehensive Annual Financial Report and Single Audit for Fiscal Year 2015-2016. Action required.

Mr. Casey Good and Cynthia Rojo from Heinfeld, Meech & Co., P.C., presented their report.

Mr. Good stated that Heinfeld, Meech & Co., P.C., have issued an unmodified ("clean") opinion of Yuma County Intergovernmental Public Transportation Authority's (YCIPTA) financial statements for the year ended June 30, 2016.

Mr. Good also stated that they noted an increase in revenue and change in the capital assets. Mr. Good further stated that YCIPTA's expenses had stayed very consistent and only varied by $40 from previous year.

Ms. Rojo stated that there were some issues in regards to:

- entry in receivables that was not accurate (previous fiscal year), corrected
- paid time off (PTO) cashed out that was not in the policy, policy was amended to include cashing out of PTO
- Timesheets were not as detailed as required by the Federal Transit Administration (FTA) and there was also an error in the spreadsheet, timesheets updated

Mr. Good stated that long term disability will be added the Arizona State Retirement System (ASRS) in FY 2017. This change will affect all government agencies but would not be significant to YCIPTA.

MOTION (Sabath/Thorpe): Approve item as presented.
VOICE VOTE: Motion Carries, 7-0 with Mr. Soto and Dr. Corr being excused.

No. 2: Public hearing on the submission of the FTA Sections 5310 and 5311 application to the Arizona Department of Transportation and authorize the Transit Director to submit the applications. Action required

Ms. Kreger presented the report as contained in the member packet.

Ms. Kreger stated that staff will be preparing for the application over the next few weeks. The 5310 funding partially funds the travel training that Ms. Perez does as well as administrative expenses. Ms. Kreger further stated that staff has already applied for 5311 which is now on a two-year cycle.

There were no public comments made but call to the public was left open by the Chairman.

MOTION (Thorpe Sabath): Approve item as presented.
VOICE VOTE: Motion Carries, 7-0 with Mr. Soto and Dr. Corr being excused.

No. 3: Action to adopt Resolution No. 2017-001, authorizing the Transit Director to file for FTA funding for Fiscal Year 2017-2018. Action required.

Ms. Kreger stated that adopting a resolution by the board stating YCIPTA's intention in filing for 2017 funding is annual requirement for FTA.

MOTION (Golding/Killman): Approve item as presented.
VOICE VOTE: Motion Carries, 7-0 with Mr. Soto and Dr. Corr being excused.

No. 4: Action to authorize member agencies contributions for fiscal year 2017-2018. Action required.

Ms. Kreger stated that the contributions requested for each of the member agencies has not increased. Ms. Kreger further stated that the consideration of an increase future contributions might be placed on a future agenda.

MOTION (Velez/Thorpe): Approve item as presented.
VOICE VOTE: Motion Carries, 7-0 with Mr. Soto and Dr. Corr being excused.

PROGRESS REPORTS:

No. 1: Operations Manager Report – George Rodriguez, National Express Operations Manager. *No action is required.*

Mr. Rodriguez was unavailable and Ms. Kreger presented the report as contained in the member packet.

Mr. Sabath inquired as to what does the Zonar is used for.

Ms. Kreger stated that used to track maintenance, Zonar tracks, mileage, speed and Global Positioning System (GPS) location among other things. No action taken.

No. 2: Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.*

Ms. Kreger presented Ms. Ruiz and stated that she would be assisting in taking board minutes.

Ms. Kreger presented the report as contained in the member packet. No action taken.

No. 3: Transit Ridership & Customer Comment Report – Carol Perez, Management Analyst/ Mobility Manager *No action is required.*

Mrs. Perez presented the report as contained in the member packet. No action taken.

No. 4: Financial Report – Chona Medel, YCIPTA Financial Services Operations Manager. *No action is required.*

Mrs. Medel presented the report as contained in the member packet. No action taken.

SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:
The next Board meeting is scheduled for Monday, April 24, 2017.

ADJOURNMENT

There being no further business to come before the Authority, the Chairman adjourned the meeting at 2:10 p.m.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY
Adopted this May 22nd, 2017, Agenda Item CC1

CAROL PEREZ, Board Secretary

Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

April 3, 2016

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

RE: Request for FY 2018 Transit Funding for Yuma County Area Transit

Dear Mr. Velez:

On March 27, 2017, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved the Fiscal Year 2017 Member Agencies Contributions which will fund Yuma County Area Transit and YCAT On Call services from July 1, 2017 to June 30, 2018. Below is the breakdown for the City of San Luis's local share of match funding required for the operation of the transit system:

	ANNUAL TOTAL
YCAT/On Call Transit Match	$ 70,573

The amount is consistent with what has been paid in FY 2017 and is not anticipated to change at this time. This is ***not*** an invoice, but is a request based on the Board of Directors action on March 27, 2017. Invoices will be sent at a later date.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email skreger@yciptaq.az.gov.

Sincerely,

Shelly Kreger
Transit Director
Yuma County Intergovernmental Public Transportation Authority

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Bill Lee, Chairman - City of Somerton, Susan Thorpe, Vice Chairman – Yuma County, Larry Killman – Sec/Treasurer – Town of Wellton, Greg Wilkinson – City of Yuma, Brian Golding, Sr.-Quechan Tribe, Dr. Michael Sabath - Northern Arizona University, Dr. Daniel Corr - Arizona Western College, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

MASTER INTERGOVERNMENTAL AGREEMENT
YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU – Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

AGREEMENTS

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning**. Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans**. Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

Contributions FY 2011/2012

Agency	Funding	%
Yuma County	$ 154,960	30.30%
City of Yuma	$ 200,000	39.10%
City of Somerton	$ 29,919	5.85%
Town of Wellton	$ 14,499	2.85%
City of San Luis	$ 70,572	13.80%
Cocopah Tribe	$ 41,496	8.11%
Arizona Western College	$50,000*	0.00%
Northern Arizona University	$3,400*	0.00%
TOTAL	**$564,846**	**100%**

*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

3. **Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars ($30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entites, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal**. A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA:
Transit Director
2715 East 14th Street
Yuma, Arizona 85365
Tel: (928) 539-7076 ext 237
Fax: (928) 783-0309

If to County:
County Administrator
198 S. Main St.
Yuma, Arizona 85364
Tel: (928) 373-1010
Fax: (928) 373-1120

If to Yuma:
City Administrator
One City Plaza
Yuma, Arizona 85364
Tel: (928) 373-5011
Fax: (928) 373-5012

If to San Luis:
City Manager
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349
Tel: (928) 341-8520
Fax: (928) 341-8539

If to Somerton:
City Manager
110 North State Avenue
P.O. Box 637
Somerton, Arizona 85350
Tel: (928) 627-8866
Fax: (928) 627-3794

If to Wellton:
Town Manager
28364 Oakland Avenue
Wellton, Arizona 85356
Tel: (928) 785-3348
Fax: (928) 785-4374

If to NAU-Yuma:
Campus Executive Officer
P.O. Box 6236
Yuma, Arizona 85366-6236
Tel: (928) 317-6400
Fax: (928) 317-6419

If to AWC:
President
P.O. Box 929
Yuma, Arizona 85366-0929
Tel: (928) 344-7501
Fax: (928) 344-7730

If to Cocopah:
Chairperson
Cocopah Indian Tribe
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

YUMA COUNTY, a body corporate and politic of the State of Arizona

Attest:

Robert L. Pickels, Jr.
County Administrator/Clerk of the Board

By: _____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By: _____
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By: _____
Juan Carlos Escamilla
Mayor

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Robert L. Pickels, Jr.
Clerk of the Board

By:_____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By:_____ MAY 31, 2012
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By:_____
Juan Carlos Escamilla
Mayor

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
Bill Lee
City Clerk

By:_____
Martin Porchas
Mayor

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YUMA COUNTY, a body corporate and politic of the State of Arizona

Attest:

_____
Clerk of the Board

By:_____
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
City Clerk

By: Juan C Escamilla
Mayor

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By: _____
Martin Porchas
Mayor

Attest:

_____
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

_____
Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

By: _____
James L. Deermer
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By: _____
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

Attest:

_____
Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By:_____
Martin Porchas
Mayor

Attest:

Christy Isbell
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

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Rodney L. Rinehart
Town Clerk

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By:_____
James L. Deermer
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

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John Haeger
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ARIZONA WESTERN COLLEGE, an Arizona community college

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Sherry Cordova
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Attest:

_____
Bill Lee
City Clerk

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By:_____
Martin Porchas
Mayor

Attest:

_____
Christy Isbell
Board Secretary

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By: _____
John Andoh
Transit Director

Attest:

Rodney L. Rinehart
Town Clerk

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James L. Deermer
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Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

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John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By:_____
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
Mayor

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Attest:

_____

By: _____
John Andoh,

TOWN OF WELLTON, an Arizona municipal corporation

Attest:

_____
Town Clerk

By:_____
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By:_____
President

AWC, an Arizona community college

By:_____
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Chairperson

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By: _____
Martin Porchas
Mayor

Attest:

Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

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James L. Deerner
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By: Glenn E. Mayle
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
Mayor

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Attest:

_____

By: _____
John Andoh,

TOWN OF WELLTON, an Arizona municipal corporation

Attest:

_____
Town Clerk

By:_____
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By:_____
President

AWC, an Arizona community college

By:_____
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Chairperson

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By: _____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: _____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: Richard W. Files (For)
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this 7th day of April, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this 1st day of June, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this 24 day of MAY, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this 20th day of April, 2012

By: Michelle Q. Fisher
Attorney for Arizona Board of Regents

Dated this 8th day of May, 2012

By: John C. Richardson
Attorney for Arizona Western College

Dated this _____ day of _____, 2012

By:_____
Michael M. Smith
Attorney for Cocopah Indian Tribe

Dated this _____ day of _____, 2012

By:_____
Wayne C. Benesch
Attorney for YCIPTA

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By:_____
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C Bennett
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITH A SUNSET CLAUSE

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

SECTION 3: That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

SECTION 4: That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

Adopted this 20th day of October, 2010.

APPROVED:

Alan L. Krieger,
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files (for)
Steven W. Moore
City Attorney

Exhibit "B"

City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349-1170
Ph (928) 341-8520 • Fax (928) 341-8539

October 7, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

RE: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. §28-9101, et seq.

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

It is further requested that all actions described in A.R.S. §28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan C Escamilla

Juan Carlos Escamilla
Mayor

JUAN CARLOS ESCAMILLA, Mayor
GERARDO SANCHEZ, Vice Mayor
MARIO BUCHANAN JR., Council Member
MARCO A. PINZON, Council Member
AFRICA LUNA-CARRASCO, Council Member
JOSE LEONARDO SUAREZ, Council Member
RAFAEL TORRES, Council Member
RALPH VELEZ, City Manager

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO.903

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

Whereas the City of Somerton has already petitioned the Yuma County Board of Supervisors to form an intergovernmental public transportation authority and it is desired that the City of San Luis join with Somerton and other municipalities in Yuma County to form such an authority;

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

Section 1: That the City Council of the City of San Luis, Arizona hereby authorizes and approves the formation of an Intergovernmental Public Transportation Authority in Yuma County, Arizona; authorizes and approves the City of San Luis becoming a member of such an authority; and authorizes approves petitioning the Board of Supervisors of Yuma County, Arizona, to form such an authority.

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona of behalf of the City of San Luis, Arizona, to form an Intergovernmental Public Transportation Authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October, 2010.

Juan C Escamilla

Juan Carlos Escamilla, Mayor

ATTEST:

for Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

Exhibit "C"

CITY OF SOMERTON
MINUTES
REGULAR COUNCIL MEETING
OF THE CITY COUNCIL

7:00 P.M. Tuesday September 21, 2010

Council Members:	Staff:	
M. Porchas, Mayor	B. Lee, City Manager	(P)
A. Magaña, Vice-Mayor	L. Galaviz, Park & Rec. Dir	(P)
L. Ramirez	B.B. Cotman, Int. Chief of Police	(P)
G. Anaya	S. Palacios, Int. Public Works Dir	(P)
M. Villalpando	G.W. Hunt, City Attorney	(P)
L. Galindo	M. Figueroa, City Magistrate	(A)
J. Yepez	G. Halford, Admin. Svcs. Dir	(P)
	VACANT, Com. Dev. Dir	(A)
	P. De Anda, Fire Chief	(P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

PETITION OR COMMENTS BY THOSE CITIZENS PRESENT

Call to the Public:

NONE

CONSENT AGENDA

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yepez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

OLD BUSINESS
All items are for discussion and possible action

1. **ORDINANCE 2010-006** AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"

    a) Second Reading by Title Only
    b) Approval of Ordinance

Paul De Anda – presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yepez- are they doing any amendments to that or just going as is? Paul- Carefree did mention New Year's they were going to make an exception.

Council member Yepez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yepez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yepez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

2. Update on Sales Tax.

Gary Halford- presented the Council with an update on sales tax collected in the month of august thru today. August received $140,000 in September $85,000 so far.

3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.

Bill Lee – approval to purchase conveyor belt from local agency for $49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yepez- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yepez- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.
Patty Salazar took Roll Call:
Jerry Anaya – yea
Jose Yepez- yea
Martin Porchas-yea
Luis Galindo-yea
Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

NEW BUSINESS
All items are for discussion and possible action

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

3. Discussion and possible direction to enter agreement with Humane Society of Yuma.

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yepez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actually cost now? Bill - $2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Parks and Recreation Commission Appointment

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yepez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

ADJOURNMENT

Meeting was adjourned at 8:30 P. M.

MAYOR MARTIN PORCHAS

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.

CITY CLERK

City of Somerton

110 N. State Avenue
P.O. Box 638
Somerton, Arizona 85350

(928) 627-8866
Fax: (928) 627-3794
TTD: (928) 627-8866

AGENDA ITEM REVIEW FORM

TO: *Mayor and City Council*

FROM: Bill Lee, City Manager

SUBJECT: **Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.**

DATE: Aug. 10th 2010

Background: See attached letter from County Administrator.

Recommendation: Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

Fiscal Impact:

Intergovernmental Public Transportation Authorities

What are they?

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

How are they formed?

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

Can any other organizations be included?

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

What is the operating area?

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

How would an IPTA be funded in Yuma County?

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

How is the initial IPTA board of directors organized?

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors is any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

When would the IPTA take over managing the transit system?

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (*note – as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

Where would the IPTA offices be located?

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

Would operational support be offered by other public entities?

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

James Deermer, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

Exhibit "D"

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

James Deerner, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356

TOWN OF WELLTON
COUNCIL MINUTES
SEPTEMBER 21, 2010

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Judge Cora M. Romine, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - **A. Police Department**
  - **B. Magistrate & Court Department**
  - **C. Fire Department**
  - **D. Public Works Department**

The Police Department, Town Magistrate, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. **Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of $566,376 to construct water system improvements.**

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of $566,376 to construct water system improvements. Voice vote 5-0, motion carried.

3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

4. Other Reports

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

Mayor Deermer said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

5. Manager's Report

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27th;
- Bids for the Water Control Services Building are due on Monday, September 27th at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

6. Executive Session

A. For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).

There was no need for an Executive Session.

7. Adjournment

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21st day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of October 2010

Rodney L. Rinehart
Town Manager/Clerk

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356

TOWN OF WELLTON
COUNCIL MINUTES
JANUARY 18, 2011

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - A. Police Department
  - B. Magistrate & Court Department
  - C. Fire Department
  - D. Public Works Department

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

1. **Approval of Cash Disbursements List**
   - **A. For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
   - **A. For the Regular Meeting of November 16, 2010**
   - **B. For the Regular Meeting of December 7, 2010**
   - **C. For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

3. Presentation by Police Chief Titus on the current Nuisance Ordinance.

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

A. **<u>VARIANCE CASE #11-401</u>: Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.**

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

B. Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

5. Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovemmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

7. Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

8. First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't but any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is not permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

10. Manager's Report

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8th and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

11. Executive Session - No need for an Executive Session

12. Adjournment

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18th day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of April 2011

Rodney L. Rinehart
Town Manager/Clerk

Exhibit "E"

NORTHERN ARIZONA UNIVERSITY | YUMA *Branch Campus*

NAU-Yuma
PO Box 6238
Yuma, AZ 85366-6238

928-317-6400
928-317-6419 fax
nau.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

cc Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et eq. toward the formation of an intergovernmental public transportation authority be undertake forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

Sincerely,

Larry A. Gould, PhD
Associate Vice President and Campus Executive Officer
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00660 RESOLUTION
01/10/2011 10:37:33 AM Pages: 3 Fees: $0.00
Requested By:CITY OF YUMA
Recorded By: dshepard
Robyn Stallworth Pouquette County Recorder, Yuma County AZ

Please return original document
to the **Board of Supervisors Office,**
ATTENTION: Deserae Doten, 373-1105
(Name & phone number)

TYPE OF DOCUMENT:

Resolution No. 10-52
A Resolution of the Yuma County Board of Supervisors Establishing an Intergovernmental Public Transportation Authority within Yuma County, Pursuant to A.R.S. § 28-9102

DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:
December 13, 2010, Item No. D1.

YUMA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 10-52

A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-9102.

WHEREAS: Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

WHEREAS: The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

WHEREAS: The organizing municipalities are not contiguous and have unincorporated areas between them; and

WHEREAS: The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

WHEREAS: The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

NOW, THEREFORE, It is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13th day of December, 2010

Kathryn "Casey" Prochaska

KATHRYN "CASEY" PROCHASKA, Chairman

ATTEST:

ROBERT L. PICKELS, JR
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52_Draft #3 RPks.doc

Exhibit "G"

Office of the President
P.O. Box 929
Yuma, Arizona 85366-0929
Voice (928) 344-7500
Fax (928) 344-7709
www.azwestern.edu

August 8, 2011

John Andoh, CCTM, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85364

Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority

John,

Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.

Please advise me what additional steps and actions may be required toward the completion of this requested action.

Sincerely,

Glenn E. Mayle

Dr. Glenn Mayle, President

Exhibit "H"

THE COCOPAH INDIAN TRIBE

Office of the Tribal Chairwoman
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-3173
Email: cocotcsec@cocopah.com

October 18, 2011

John Andoh, Transit Director
2715 E. 14th Street
Yuma, AZ 85364

RE: Request to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,

Sherry Cordova, Chairwoman
Cocopah Tribal Council

Exhibit "I"

Formula for Funding

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is $5.00.00.

See attached Schedule for FY 2011-2012.

Match Contributions - FY 2011-2012						
Agency	Membership	Votes	Population	%	Funding	%
Yuma County	Public	1	59,196	29.89%	$ 158,011	29.89%
City of Yuma	Public	1	93,064	46.99%	$ 248,415	46.99%
City of Somerton	Public	1	14,287	7.21%	$ 38,136	7.21%
Town of Wellton	Public	1	2,882	1.46%	$ 7,693	1.46%
City of San Luis	Public	1	25,505	12.88%	$ 68,080	12.88%
Northern Arizona University*	College	1	-	0.00%	$ -	0.00%
Arizona Western College*	College	1	-	0.00%	$ -	0.00%
[redacted]						
Cocopah Tribe*	Tribal	1	817	0.41%	$ 2,181	0.41%
TOTAL		9	198,051	100.00%	$ 528,655	100.00%

*Buys access for students to ride YCAT for free.
*Buys access for students to ride YCAT for free.

*Cocopah pays an additional $39,015 to provide Grey Route free fares and $242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO $ 528,655

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.R.**

Meeting Date: 09/13/2017

Department Head: Kristin McManus, Court Magistrate, Court

Submitted By: Andrea Ruiz, Court Administrator, Court

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding approval of Resolution 2004. A resolution of the Mayor and the Council of the City of San Luis, Arizona, to approve an Addendum to the Intergovernmental Agreement (IGA) between the City of San Luis and Yuma County for the purpose of providing mandatory weekend and holiday court services for the San Luis Municipal Court. **(Kristin McManus, Municipal Court Judge)**

SUMMARY:

The City of San Luis has previously entered into an IGA with Yuma County and its Justice Court to provide for weekend and holiday coverage for the San Luis Municipal Court. Under Rule 4.1 of the Arizona Rules of Criminal Procedure, a person who is arrested must be brought before a judge within 24 hours, even on weekends and holidays. Under this IGA, Yuma County provides a judge and other necessary personnel and materials to conduct hearings on weekends and holidays to cover all of the local courts. The City has entered into this IGA for several years, and under the contract, the City agrees to pay the County based on the case load as calculated during the fiscal year. Costs vary from year to year but have always been under $2,500.00, with the amount in 2016 being $1,159.00. The County is requesting that Council approve the Addendum for the cost calculated for the last fiscal year in the amount of **$1,159.00.**

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2004, AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$1,159.00
BUDGETED AMOUNT:	Yes

AVAILABLE AMOUNT TO TRANSFER: Not Applicable

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual Services Acct. #100-160-80000

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

Total budgeted under 100-160-80000 (Court contractual Services Line) for 2016-2017 is $1,159.00.

Attachments

Resolution No. 2004

IGA Weekend Court Cover Letter

IGA Weekend Court Requisition

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2004

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING THE ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS, ARIZONA, AND YUMA COUNTY FOR THE PURPOSE OF PROVIDING MANDATORY WEEKEND AND HOLIDAY COURT SERVICES.

WHEREAS, the City of San Luis desires to exercise the option to extend a previous Intergovernmental Agreement with Yuma County for the provision of mandatory weekend and holiday court services; and

WHEREAS, all parties to the Intergovernmental Agreement desire to exercise the option to extend said agreement;

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

Section 1: That the addendum to 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 all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this ____ day of _____, 2017.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVE AS TO FORM:

_____
Kay Marion Macuil, City Attorney

JUSTICE COURT

1st Precinct, County of Yuma, State of Arizona

250 W. 2nd Street, Suite A
Yuma, Arizona 85364
Phone: (928)-817-4100
Fax: (928) 817-4101

Gregory S. Stewart
Justice of the Peace

R. Erin Farrar
Judge Pro-Tempore

June 20, 2017

ANDREA RUIZ
Court Administrator
San Luis Municipal Court

Re: Interpreter, Weekend and Holiday Court coverage

Please find the attached invoice for interpreter, weekend and holiday court services, supplies and forms. Using a formula based on the number of cases seen by the Initial Appearance Master for each court, it was determined that the cost shared for San Luis Municipal Court is $1,159.00. The FY 2016/17 amount will be reflected on the Addendum to the Intergovernmental Agreement that went before the Board of Supervisors on June 19, 2017. Please have the appropriate parties sign the attached IGA and return the original to me at your earliest convenience.

The Yuma County Justice Court will continue to collaborate with the City of San Luis Municipal Court in offering weekend interpreter, weekend and holiday court coverage.

Thank you for your assistance in this matter.

Sincerely,

Martin A. Mendez

Martin A. Mendez
Court Administrator
Yuma County Justice Court Precinct 1
250 W. 2nd Street
Yuma, AZ 85364
Mmende2@Courts.Az.Gov
928-817-4111 office
928-817-4101 fax
928-246-7923 cell

Legal 2017.4349.

Justice Court 1st Precinct

INVOICE

250 W. 2nd Street, Suite A
Yuma Arizona 85364
Phone 928-817-4100 Fax 928-817-4101

INVOICE #1
DATE: JUNE 20, 2017

TO: ANDREA RUIZ
City of San Luis
San Luis Municipal Court
P.O. Box 1670
San Luis, Arizona 85349-0429

FOR:
Weekend and Holiday Court services
Weekend Interpreter

DESCRIPTION	AMOUNT
Weekend and Holiday Court services (George Hofer)	$11,501.00
Weekend and Holiday Court services (Alicia Aguirre)	$1,920.00
Weekend interpreter services	$2,083.00
Supplies and forms	$1,053.00
Total	$16,557.00
San Luis Municipal Court Percentage 7%	$1,159.00
TOTAL	$1,159.00

Make all checks payable to Yuma County Justice Court, 1st Precinct
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Martin A. Mendez, Justice Court, Court Administrator, 817-4111, Mmende2@Courts.az.gov

Thank you for your business!

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5.S.**

Meeting Date: 09/13/2017

Department Head: Kristin McManus, Court Magistrate, Court

Submitted By: Andrea Ruiz, Court Administrator, Court

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding approval of Resolution No. 2005. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving the continuation of an Intergovernmental Agreement (IGA) between the City of San Luis and the Superior Court in Yuma County for the the purpose of providing a field trainer for Fiscal Year 2017-2018. **(Kristin McManus, Magistrate)**

SUMMARY:

In the past, the City of San Luis has entered into an Intergovernmental Agreement (IGA) with the Superior Court in Yuma County to assist in securing a position of a field trainer. The field trainer provides training on automation systems and business practices for the San Luis Municipal Court as well as the other Municipal Courts, Justice Courts, and the Superior Court in Yuma County. This training helps ensure uniformity within the county's court in both computerized systems and business practices. The field trainer is funded by revenues from the State of Arizona Administrative Office of the Court (AOC) and local Judicial Collection Enhancement Funds (JCEF). Since 2008, the City of San Luis has committed $1,000.00 per year out of its JCEF revenue to contribute to the personnel costs of the field trainer. (The IGA is attached to this agenda for more details).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE RESOLUTION NO. 2005, AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$1,000.00
BUDGETED AMOUNT:	Yes
AVAILABLE AMOUNT TO TRANSFER:	Not Applicable

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual Services Acct. #100-160-80000

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

Court Contractual Services line item #100-160-80000

Attachments

Resolution No. 2005

IGA Field Trainer

IGA Superior Court Field Trainer

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2005

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE CONTINUATION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SAN LUIS AND YUMA COUNTY FOR THE PURPOSE OF PROVIDING A FIELD TRAINER TO PROVIDE TRAINING AND UNIFORMITY OF AUTOMATION SYSTEMS FOR FISCAL YEAR (FY) 2017-2018.

WHEREAS, the City of San Luis desires to continue participation in the previous IGA with Yuma County for the provision of a field trainer; and

Whereas, all parties to the IGA desire to continue participation in said agreement;

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

Section 1: That continued participation in the IGA for FY2017-2018 is approved.

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

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this ____ day of _____, 2017.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM

_____
Kay Marion Macuil, City Attorney

SUPERIOR COURT
STATE OF ARIZONA

DAVID HAWS
PRESIDING JUDGE

YUMA COUNTY, ARIZONA

KATHLEEN SCHABEN
COURT ADMINISTRATOR

INVOICE

FIELD TRAINER PROGRAM
Participation of San Luis Municipal Court in the personnel budget for the Yuma County Courts Field Trainer was established in the Field Trainer Grant Application for FY2016-2017 and approved by the Arizona Administrative Office of the Courts.

Thank you for your remittance of $1,000 to be mailed to Superior Court at:

Court Administrator
Superior Court in Yuma County
250 West 2nd Street, Suite D
Yuma, Arizona 85364

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SAN LUIS AND SUPERIOR COURT
IN YUMA COUNTY

This agreement is made between the SUPERIOR COURT IN YUMA COUNTY (hereafter the "Court") and the CITY OF SAN LUIS, a municipal corporation of the State of Arizona (hereafter the "City")

WHEREAS, pursuant to Arizona Revised Statutes ("A.R.S.") §11-952 authorizes the various political subdivisions of the State of Arizona to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, City maintains and operates a limited jurisdiction, non-recorded court, to wit: the San Luis Municipal Court; and

WHEREAS, Article VI § 1 of the Arizona State Constitution mandates that all judicial power is vested in an integrated judicial department, and Article VI §3 mandates that the Supreme Court has administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA provides that the Presiding Judge of each county shall exercise administrative supervision over all courts in their respective county, including Justice Courts and Municipal Courts; and

WHEREAS, the San Luis Municipal Court, the Clerk of Court of Superior Court in Yuma County, the Justice of the Peace Courts and Superior Court in Yuma County share certain common practices and procedures including automation, court rules, appellate procedures, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the City and the Court have not entered into a previous Intergovernmental Agreement to provide for the consolidated administration of courts within the county; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform training and development of staff of the Municipal Court, Justice Courts, Superior Court and the Superior Court Clerk to the extent possible pursuant to the laws of the State of Arizona.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM
   A. Initial Term
      Initial term of the Agreement shall begin on July 1, 2015 and end on June 30, 2016 unless terminated sooner pursuant to the provisions hereof.

B. Option to Extend

The Court may exercise its option to extend the term of this Agreement for five (1) one year periods, beginning on July 1, 2016 after giving thirty (30) days prior written notice to the City.

2. COURT STAFF TRAINING: SCOPE AND PURPOSE

A. Participating Courts

The Court shall provide an Automation and Training Coordinator (hereafter referred to as a "Field Trainer") for all courts and court departments in Yuma County, including, but not limited to: Superior Court, Clerk of the Court for Superior Court, Justice Courts, Precincts #1, 2, and 3, and municipal courts in Yuma County, including San Luis Municipal Court in order to provide training for automation systems and business practices.

B. Office Space and Supplies

The Court shall provide facilities, including furnished office space, and computer support for the Field Trainer. Incidental Supplies, e.g. pens and paper will be supplied to the Field Trainer, as needed by participating courts, including San Luis Municipal Court. Each participating court will also use their best efforts to make available to the Field Trainer, other reasonable training aids as requested by the Field Trainer.

C. Training Schedules

The Field Trainer is a regular employee of the Court who is supervised by the Court Information Services Manager. The Court Information Services Manager will maintain a schedule of training and in consultation with the Field Trainer determine the applicability of certain training for various courts in Yuma County. A training schedule for San Luis Municipal Court will be determined by the Court Information Services Manager and the municipal Court Administrator.

D. COJET

The Court Information Services Manager shall ensure that the Field Trainer maintains appropriate records of training and COJET (Committee on Judicial Education and Training) hours earned by court employees. The Field Trainer will ensure that the COJET coordinator for each court received notification of COJET hours earned by court employees and certification of training conducted by the Field Trainer.

E. Coordination between City and Court

The courts and court departments referred to above, including Superior Court in Yuma County, Clerk of the Court for Superior Court, Justice Court, Precincts #1, 2 and 3, and municipal courts in Yuma County are authorized to work together to develop cooperative training and professional development for all court personnel

in Yuma County, and to coordinate activities, procedures, policies, schedules, personnel and other matters to ensure effective training and professional development of court personnel.

3. FUNDING

A. Court and AOC

The Field Trainer is funded in part by the Commission of Technology from funds appropriated from the Judicial Collection Enhancement Funds ("JCEF") and by the Court. The Court provides fifty percent (50%) of the funding of the Field Trainer from Fill the Gap revenues, based on the final budget as approved by the Administrative Office of the Courts.

B. Municipal Court

The City will provide partial funding for the Field Trainer through local JCEF revenues as approved by the Administrative Office of the Courts. The City agrees to pay ONE THOUSAND DOLLARS ($1000.00) of the total personnel costs of the Field Trainer as reflected on the Field Trainer application budget. If local JCEF funds in the account of the City are not adequate or available for any reason, the City will not be responsible to continue its partial funding of the Field Trainer.

C. Payment

The City agrees to pay the Court ONE THOUSAND DOLLARS of the proposed budget for personnel costs (salary and ERE's) of the Field Trainer. The Court will provide the City with a copy of the approved budget that reflects the City's share of the personnel costs of the Field Trainer for fiscal year 08-09. The City agrees to pay to the Court, within thirty (30) days of receipt of the approved budget, the sum of ONE THOUSAND DOLLARS ($1,000.00) which amount represent the City's share of the Field Trainer's personnel cost identified in the Field Trainer application budget.

4. AUDIT OF RECORDS

Pursuant to A.R.S. §§35-214 and 35-215, the parties to this agreement shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this agreement for a period of five (5) years after completion of the agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the parties shall produce the original of any or all such records.

5. AMENDMENTS AND INTEGRATION

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. No amendments or modifications of this agreement or any terms hereof will have any force or effect unless such amendments or

modifications are approved in writing by the San Luis City Council and the Presiding Judge of Superior Court in Yuma County.

6. DISPUTE RESOLUTION
   The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extend required by A.R.S. §12-1518 except as may be required by other applicable statutes.

7. NON-AVAILABILITY OF FUNDS
   The payment obligations of the parties to this agreement are conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the Court or the City at the end of the period for which funds are available, provide however that one party has given to the other party, at least thirty (30) days prior written notice of the unavailability of funds. No liability will accrue to the Court or the City in the event this provision is exercised, and that neither party will be obligated or liable for any further payments for any damages as a result of termination pursuant to this paragraph.

8. CANCELLATION FOR CONFLICT OF INTEREST
   Pursuant to A.R.S. §38-511, the Court may, within three (3) years after its execution, cancel any agreement, without penalty or further obligations, made by the Court if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Court is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision will be effective when written notice of the cancellation from such party is received by other parties to the agreement unless the notice specifies a later time.

9. NON-DISCRIMINATION
   The parties to this agreement shall comply with Executive Order 99-4, which mandates that all people, regardless of race, color, religion, sex, age, national original or political affiliation, shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties hall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religions, sex, national origin or disability.

10. DISPOSITION OF ASSETS

All property acquired during the performance of this agreement, including but not limited to computer equipment, instructional materials, books, etc. will become the property of the Court.

ACCEPTED AND AGREED:

SUPERIOR COURT IN YUMA COUNTY

_____ _____
Hon. John N. Nelson Date
Presiding Judge

APPROVED AS TO FORM:

_____
Assistant Attorney General
Office of the Attorney General

THE CITY OF SAN LUIS

_____ _____
Robert Eads Date
City Manager

ATTEST:

_____ _____
Sonia Cornelio Date
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.A.**
Meeting Date: 09/13/2017
Submitted By: Kay Macuil, City Attorney, Attorney's Office
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding a Notice of Intent of a possible surcharge on San Luis Lane between 5 th and 6th Avenues for water service. **(Kay Marion Macuil, City Attorney)**

SUMMARY:
Recently, residents on San Luis Lane have come to the city asking that the city do something about the high temperature of the water. This summer the city has responded with frequent flushing of the lines, but that did not result in a satisfactory solution.

In response to earlier resident concerns, the city paid for a study to be done which did show that San Luis Lane has extremely hot water. The cause was low flow in the main (the main on San Luis Lane dead-ends at the end of the cul de sac), shallow service lines, and the biggest jump in temperature was from outside to the inside where copper lines went to an uninsulated attic before going to the taps. Copper is an excellent conductor of heat.

As explained in the July 6, 2017, San Luis City Attorney Opinion, there is no legal requirement that the city control water temperature. A city can only pay out on claims that are legally enforceable. Due to the Arizona Constitution prohibition on cities spending money on individuals and staff and Council's fiduciary duty to protect the public treasury for public purposes, the residents of San Luis Lane would have to pay for any infrastructure changes. The changes only would benefit the 18 households on San Luis Lane, not the city as a whole.

Eulogio Vera, Director of Public Works, studied the matter and found the most likely way to increase flow would be to connect the San Luis Lane main line to a line servicing a nearby apartment complex. It is unknown whether this will actually lower the temperature of the water or increase the flow of any appreciable amount. Also, since the water temperature increases most from the outside to the inside, even if the flow increases, it may not lower the temperature very much if at all.

Mr. Vera also did a rough estimate of the cost for the project of about $15,000.00. To estimate the surcharge per month for 3 years would be the estimated $15,000.00 divided by 18 houses divided by 36 months (3 years) the surcharge would be $23.15 per month. A.R.S. §9-511.01 (D) requires that the surcharge be "just and reasonable." This formula of the cost divided by 18 houses divided by 36 months is just and reasonable. If approved to go forward, Public Works could get quotes for the best price for the project then of course divide that number by 18 houses and 36 months to calculate the surcharge.

Staff invited the residents of San Luis Lane to discuss the matter at a meeting on August 29. There are 18 houses on San Luis Lane and 13 households were represented and 9 of those present indicated by sworn affidavits that they understood the risk, that they would have to pay the cost and they still wanted the city to put in the line to try to increase the flow. A tenth household later contacted the city that they

wanted to go forward as well.

With this much support for the project, the item is brought to Council to start the process to determine whether a surcharge will be imposed on San Luis Lane as part of their water bill to put in the line.

The first step for Council under A.R.S. §9-511.01(A) is to adopt by motion at a regular council meeting a Notice of Intent to impose a surcharge and set a date for a public hearing. Due to the notice requirements and the Thanksgiving Day holiday, staff is recommending the public hearing be set December 13, 2017.

The public hearing will give the residents of San Luis Lane an opportunity to express their views on whether or not to impose the surcharge and go forward with the project before City Council decides whether or not to do it.

The Notice of Intent of Possible San Luis Lane Surcharge is attached to this agenda item. Affidavits were provided both in English and Spanish.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE NOTICE OF INTENT OF A POSSIBLE SAN LUIS LANE SURCHARGE.

Supporting information not attached to the Agenda Item Review Form:

San Luis Lane Affidavits and related documents will be provided at the meeting.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

This item is to adopt a notice of possible surchage and to set the public hearing. It is estimated that the cost to put in the proposed infrastructure may be $15,000 which the city would recover over a 3-year period with a surcharge.

Attachments

Notice of Intent
Report in support of surcharge
City Attorney Opinion - 2016-07
Hot Water Study

NOTICE OF INTENT OF POSSIBLE SAN LUIS LANE SURCHARGE

PLEASE TAKE NOTICE that that the City of San Luis, Arizona is considering a possible surcharge to the water rates or rate components, fees, or service charges, for the residents of that portion of San Luis Lane east of Fifth Ave. and has set a date for public hearing on the proposed changes for December 13, 2017 at 7:00 p.m. at the Council Chambers of the City of San Luis, 1090 E. Union Street, San Luis, Arizona, 85349. A copy of a written report supporting the proposed changes is on file with the City Clerk of the City of San Luis and is available to the public upon request to the City Clerk. Council may take action regarding possible changes in rates, rate components, fees, or service charges for San Luis Lane on or after December 13, 2017.

August 30, 2017

Report on Proposed San Luis Lane Water Surcharge

From Eulogio Vera, P.E. and Public Works Director of the City of San Luis

Complaints have been received from residents of the cul-de-sac known as San Luis Lane east of Fifth Ave. in San Luis, Arizona. This area is comprised of 18 single family homes and 18 accounts for water service. The complaints are of high temperature water during the summer months. The water is potable and meets all known safe drinking water standards. The location, deign, and construction of the water main in San Luis Lane serving these homes meets Arizona Department of Environmental Quality Standards. The line currently is a "dead end" line. It is proposed to connect this line to the line connecting to the apartments directly to the east of this portion of San Luis Lane thereby eliminating the "dead end" nature of the line in San Luis Lane. It is hoped that by such connection water flow will be such as to drop water temperature. Such a drop, if any, is not guaranteed. This is an improvement not generally offered to rate payers of the water system of the City of San Luis and therefore becomes an improvement solely for the benefit of and at the request of San Luis Lane. San Luis Lane residents have indicated that they are willing to pay for this improvement.

At this time the engineer's cost estimate to construct this proposed improvement is $15,000.00. The City proposes to construct this improvement and recover these sums by a surcharge to be imposed on the accounts of said 18 homes over a period of three years beginning on the next billing cycle following adoption of the surcharge. This surcharge is in addition to all other charges for water service as may be adopted by the City of San Luis. The monthly charge will be a formula of cost of improvement divided by 18 divided by 36. As an example, $15,000 divided by 18 divided by 36 = $23.15. If the cost was $15,000 the surcharge would be $23.15 for said 36 month period. It is intended that the surcharge will remain in effect on each lot on said portion of San Luis Lane for a full period of 36 months of water service. As an example, if a home ceases to be an active utility account for three months during the period of surcharge, the surcharge will be suspended during the period of inactivity and will pick up again when service is reestablished until such time as full 36 months of surcharge are paid.

RECEIVED

AUG 4 2016

Office of the City Clerk
City of San Luis, Arizona

San Luis City Attorney

P.O. Box 1170 • 1090 E. Union Street • San Luis, AZ 85349-1170 • Telephone (928) 314-9117

San Luis City Attorney Opinion

Re: Water Temperatures at Frontera Estates, San Luis, Arizona

DATE: July 6, 2016

TO: Honorable Mayor and Members of City Council
Tadeo De La Hoya, Interim City Manager
Ralph Velez, Consultant
Eulogio Vera, P.E., Public Works Director

From: Glenn Gimbut, Assistant City Attorney
at the Direction of Kay Marion Macuil, City Attorney

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The Office of City Attorney was directed to research and write an opinion on the legal responsibilities for the City for water temperature experienced by homeowners in Frontera Estates and the legal options available to address perceived problems experienced by some of the homeowners in the subdivision.

This opinion will address why the City not only has no legal responsibility to address the perceived problem, but why it would be unconstitutional for the city to do so. That being said, the situation is not without a remedy if the homeowners themselves are willing to shoulder the financial costs involved. To understand the conclusions, one must first understand the facts.

High Temperature Water

The complaint of homeowners Raul and Ana Lomeli are representative of the complaints being made. They are not alone, and their concern is typical. Because their complaints were put in writing, and are representative of the group of homeowners who are concerned about water temperatures, this opinion will refer to their specific

complaint. This is not to suggest that their complaint is not accurate. Rather this opinion assumes that what they are reporting is in fact true.

In a letter dated September 24, 2014 Mr. and Mts. Lomeli reported that they were experiencing water temperatures during the months of June, July, August, and September as high as 99.8 degrees to 103.1 degrees at the tap at their house. They decided that this was the fault of bad decision making at the City. As a result they wanted "something" done.

In response the City had a study conducted concerning water temperature prepared by Nicklaus Engineering, which resulted in a written report dated July, 2015. This study, hereinafter referred to as the "NEI report", confirmed the complaint of Mr. and Mrs. Lomeli. It confirmed that water at the tap could be as high as 116 degrees at the tap after flushing for two minutes. But the report also noted how their home was constructed. Service to the home was connected to the main using copper pipe. As a construction material, copper will conduct and transfer heat better than other types of piping. The service pipe was set in the ground at a depth higher than the main. The main was set at a 4 foot depth. The water service was set at a depth of two feet. At the time the water temperature hit 116 degrees at the house, ground temperature, which would impact the temperature of the water, at the water main, was only 75 to 78 degrees. Ground temperature at the 2 foot depth was 84 degrees. This means the rise in height of the depth of the pipe contributed to an increase in water temperature alone. Using copper pipe insured this increase in temperature. All of these depths and the use of copper meet the following legal standards of construction: Arizona Department of Environmental Quality; Arizona Department of Water Resources; Yuma County Public Works Standards; City of Yuma Public Works Standards; and Maricopa Association of Governments Public Works Standards.

Piping from the meter, through the home, and to the tap was by what is a local standard method of construction which is to take piping up the side of the home, through the roof, dropping down to the "stacks" where the connections to kitchens, bathrooms, laundry, etc. are placed. Sometimes the piping material is PVC, sometimes (in older homes) it is iron piping, and sometimes (like some of the residences in Frontera Estates) it is copper. Once again copper is a material which will transfer heat in a more efficient manner than PVC. Taking the water through a hot roof during the summer in Arizona accounts for upwards of a fifteen degrees increase in water temperature as will be discussed later in this memorandum

Construction standards for the plumbing of a home are governed by plumbing codes. The City uses the national standard, the 2006 International Plumbing Code ("IPC"). This code was developed by the International Code Council and the International Plumbing Code Development Committee. It is a standard set of regulations adopted throughout the United States of America to provide minimum standards to safeguard public health and safety by "regulating and controlling the

design, construction, installation, quality of materials, location, operation, and maintenance or use of plumbing equipment or systems." (Sec. 101.3 2006 IPC). The plumbing code allows for piping to come down from the roof. Because the water pipes circulate through the roof, it is like sending the water through a hot oven. By all reports from professional engineers, this has significant impact on the experienced water temperatures. The design of the house could have been to 1) have the water pipes and "stacks" come up from the floor instead of the roof. (This is the type of construction that occurs in colder climates where freezing water pipes is a concern) or it could have been to: 2) provide for special insulation around the piping to protect against heat transfer from a hot roof to water in the pipes. Neither ADEQ standards nor the IPC require the piping to be constructed such as to prevent water from becoming superheated due to the environment, nor do they provide for special insulation. Maybe it should. But these are not the standards that exist today, and were not the standards that existed at time of plan review.

Also contributing to the heat in the water was the lack of circulation of the mains due to the streets being a cul-de-sac. Mains sitting just four feet deep under an asphalt street without water circulating, but rather sitting in the pipes gaining heat transfer, adds to the problem as well. According to the NEI report water in the "dead end" mains was around 96 degrees and at the very end of the mains as high as 102 degrees.

Water temperature at the hydrant near the Lomeli house, which would be reflective of the temperature at the meter, was on average 91 degrees after a two minute flush. Water at hydrants which were not on a "dead end" main were only 83 degrees after a two minute flush. This means 8 degrees of increased temperature can be explained by the mains being "dead end" and not looped and sitting at a depth of 4 feet. (The lower the main in the soil the cooler the soil and less heat transfer.) ADEQ standards and all known public works standards, then and now, allow for such a "dead end" main to exist at that soil depth. Having a looped main and having it at a lower depth would have increased cost to the developer without increasing the market for the lots in the subdivision. Obviously the developer did not want to spend money that it was not legally required to do.

It would appear that at least 8 degrees can be explained by placement of mains in four feet of soil on a "dead end" main, versus existing in a true looped system, and upwards of 15 degrees can be explained due to the design and construction of the house. It is undisputed that once water passes the main and into the tap which serves the house, that is the legal responsibility of the homeowner. All construction impact described above involves design and construction after the meter. No one has ever disagreed that construction after the meter is the sole responsibility of the property owner, and such piping is not, and never has been, part of the utility system of the City.

From a factual standpoint, as shown by the NEI report, changing the water mains in the street could impact water temperature by as much as 8 degrees, and changing house construction could impact by as much as 15 degrees. If the water temperature experienced by Mr. and Mrs. Lomeli dropped by 23 degrees, this author is certain that this would solve the problems that they have complained about.

Legal Process of Plan Review

When plans for a subdivision are brought in for review, the construction plans are reviewed for the standards of ADEQ, ADWR, Yuma County Public Works Standards, and, for water and sewer work, City of Yuma Public Works Standards since Yuma County Public Works Standards do not deal with those topics per se. The public works standards of both Yuma County and the City of Yuma are based on the Maricopa Association of Governments ("MAG") standards, which are the 'gold standard'. As a result since the plans met all known standards, they were approved, and the City of San Luis Department of Development Services did its job, and did it correctly. The City of San Luis is actually prohibited from having standards that conflict with either ADEQ or ADWR. ADEQ regulates the type of materials of piping, size of piping, water pressure, standards for quality of water, depths and angles of piping, as well as other standards. Temperature of water is not regulated but because of the extent of regulation by the United States Environmental Protection Agency and ADEQ, the State and the Federal government have "occupied the field" and the City is legally prohibited from adopting any regulation that could be seen as a conflict with these standards, regulations, and laws, See *BNSF Ry. Co. v. Seats Inc.*, 237 Ariz. 259, 349 P. 3d 1096, (Ct. App. Div. 1 2015); *Gade v. National Solid Wastes Mgt. Ass'n*, 505 U.S. 88, 112 S.Ct. 2374 (1992); *City of Phoenix v. Arizona Dept. of Environmental Quality*, 205 Ariz. 57674 P.3d 250 (Ct. App. Div.1 2003). See also A.R.S. §49-353.01. The "dead end" water mains as placed at a four foot soil depth meets these standards, and the City lacked the legal power to not approve proposed construction that met the law as it existed at that time.

City staff may not make up standards as it goes along. It may not, legally, apply standards or rules that do not yet exist. Review of subdivision plans must be in accordance with already adopted standards. If the subdivision plat meets those standards, the city may not deny approval. See 8 McQuillin Mun. Corp. § 25:132 (3d ed.); *Projects American Corp. v. Hilliard*, 711 S.W.2d 386 (Tex. App. Tyler 1986); *Tony Ashburn & Son, Inc. v. Kent County Regional Planning Com'n*, 962 A.2d 235 (Del. 2008); and *People ex rel. J. C. Penney Properties, Inc. v. Village of Oak Lawn*, 38 Ill. App. 3d 1016, 349 N.E.2d 637 (1st Dist. 1976).

Likewise with building permits. When an application meets all known codes, the city lacks the power to deny the building permit. 17 McQuillin Mun. Corp. § 51:59 (3d ed.); *Sgromolo v. City of Asbury Park*, 134 N.J.L. 195, 46 A.2d 661 (N.J. Sup. Ct. 1946);

Allenbach v. City of Tukwila, 101 Wash. 2d 193, 676 P.2d 473 (1984); and *Roberts v. City of Bethany*, 1977 Ok Civ App 42, 668 P.2d 350 (Ct. App. Div. 1 1977).

Since the subdivision plat met all known laws, standards, and regulations in existence at time of application, and the building permit application for construction of the house met all known laws, standards, and regulations at time of application, and nothing presented by either the complaint of the residents, the petition presented by the residents, nor the NEI report presents any facts to dispute those conclusions, the Department Development Services acted properly in recommending approval of the subdivision plat, and approval of building permits.

Temperature as an "Aesthetic"

The City's legal duty on delivery of water is to deliver potable water that meets the standards of the Clean Water Act and other health regulations as enforced by ADEQ. There is no legal duty to deliver a particular kind of water beyond these legal requirements.

As is stated in 19 McQuillin Mun. Corp. § 53A:18 (3d ed.):

> "The Safe Drinking Water Act of 1974 and its amendments (SDWA) authorizes the Environmental Protection Agency (EPA) to regulate tap water contaminates and also authorizes state programs with standards at least as strict as the SDWAs. Under the SDWA, primary drinking regulations apply only to public water systems, including those providing piped water for human consumption if the system has at least fifteen service connections or regularly serves at least twenty-five people. The SWDA also applies to collection, treatment, storage and distribution facilities mainly used in connection with such systems that ultimately supply water to consumers.
>
> The act authorizes National Primary Drinking Water Regulations (NPDWR) that specify maximum contaminant levels with possible adverse effects on human health. Both natural and man-made contaminants are covered. The SWDA mandates direct public notification by owners or operators of public water systems failure to comply with applicable maximum contaminant levels or treatment technique requirements and monitoring."

The City made contact with Donna Calderon with ADEQ. Ms. Calderon confirmed that the temperature of water is not a matter which is regulated by the Safe Drinking Water Act nor any other regulation enforced by ADEQ. Again the City's legal duty is confined to providing water that meets these regulations. It has done so, and

continues to do so. It is not unsafe in the eyes of these known governmental health and safety regulations. As a result the desire to have the city provide cooler water, is what is known as an "aesthetic" or something that is attractive or appealing, not something that is required under the law. Since this is a matter of an aesthetic nature, not something that is required or covered by the Safe Drinking Water Act, it is not a matter that can legally be supported at the cost of the other utility rate payers of the City of San Luis.

Fiduciary Duty of City Officials – Anti-Gift Clause of the Arizona Constitution

Article 9, Section 7 of the Arizona Constitution states:

> Neither the state, nor any county, city, town, municipality, or other subdivision of the state shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation, except as to such ownerships as may accrue to the state by operation or provision of law or as authorized by law solely for investment of the monies in the various funds of the state.

This provision has become known as the Anti-Gift Clause of the Arizona Constitution.

As stated by the Supreme Court of North Carolina in *Lette v. County of Warren*, 341 N.C. 116, 462 S.E.2d 476 (1995) at page 479 a ". . . municipality cannot lawfully make an appropriation of public monies except to meet a legal and enforceable claim, and cannot make payment upon a claim which exists merely by reason of a moral or equitable obligation, which a generous, or even a just, individual when dealing with his own moneys, might recognize as worthy of some reward."

Without a known legal duty to provide a particular water temperature, and the construction of the subdivision, including the placement of mains and the use of "dead end" mains, and the construction of the home meeting all known standards and laws, provision of something else becomes an expenditure not for a legal and enforceable claim, but one that is a "...donation or grant, by subsidy or otherwise to [an] individual..." in violation of the Anti-Gift Clause. As a result, if something is to be done to change the infrastructure to change the water temperature, it can only be done at the cost and expense of the individual or individuals who desire it.

Further, any payment or expenditure in violation of the Arizona Constitution would be in breach of fiduciary duty, meaning the members of the Council that approved this as well as staff members who approve payment, would be subject to potential personal liability. They would not enjoy legislative immunity, since there is no immunity

for decisions at an operational level. See *Schable v. Deer Valley Unified Scholl Dist. No. 97*, 186 Ariz. 161, 920 P.2d 41 (App. Div. 1 1996).

Community Facilities District

The City of San Luis has formed a community facilities district for Frontera Estates. A community facilities district has the power to construct infrastructure and issue bonds paid by special lien assessments on the real property in the district. As a result, if the homeowners themselves were willing to have their land subject to special lien assessments, it might be possible to use this special district to dig up the streets, reset the mains to a lower depth, loop the water systems, reconnect the properties, and replace the streets. Again the homes themselves would end up being subject to a special tax assessment to pay for this. Since the homeowners themselves would be paying for the improvements that they desire, which for the reasons set forth above are improvements beyond the requirements of law, it would not be a violation of the Anti-Gift Clause. But it would be very, very expensive.

Home Construction

Any work needed to the affected homes to change the water pipes to a material less conducive to the transmission of heat; to supply water in a manner that does not involve piping dropping down from the ceiling, or involves insulating the pipes, because it is the legal responsibility of the property owner, must be done solely at the expense of the property owner, otherwise, once again, it would be an unconstitutional violation of the Anti-Gift Clause.

Conclusion

The city is not unsympathetic to the issue raised. But it is beyond the power of the city to address it using the public purse. Only at the cost of the homeowners themselves can something be done.

Kay Marion Macuil
Kay Marion Macuil
San Luis City Attorney

Temperature Data Collection
City of San Luis Water Distribution Network

Prepared for:

City of San Luis Public Works Department
Eulogio Vera, P.E.
Director of Public Works

Prepared by:

Nicklaus Engineering, Inc.
1851 West 24th Street
Yuma, Arizona 85364

July 2015



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1. Introduction

The City of San Luis Public Works Department has retained the service of Nicklaus Engineering, Inc. (NEI) to collect temperature data on portions of the San Luis water distribution network that experience high water temperatures during the summer. According to public works staff, affected residents have stated that temperatures at their tap can reach temperatures well over a hundred degrees Fahrenheit for long periods of time. The purpose of the data collection was to gain a better understanding of the scope of the problem and to see if patterns emerge from the data that may hint at viable solutions. The scope of the initial phase of this data collection was a small trouble area of the distribution network known to be an area that experiences elevated temperatures.

2. Data Collection

Data was collected over a three day period starting July 6, 2015 and ending July 8, 2015. Temperature was measured at various locations in the network at two times per day, once in the morning at approximately 8AM and once in the evening at approximately 4PM.

The locations where the data was collected can be found on the Temperature Sampling Map (Attachment A). The trouble area selected for the study included two streets both ending in a cul-de-sac in the Frontera Estates Subdivision: Washington Lane and San Luis Lane. Samples were collected systematically in order to map how the temperature changes as the water makes its way through the distribution network. The data was first collected at Well Site #3, the closest water source to the trouble area, and was collected at various hydrants along the loop feeding the trouble area. Additionally, samples were taken at Well Site #2 which is the next closest water source. Then, samples were collected on the dead end mains at the end of each cul-de-sac. Finally, samples were taken at various residences within each cul-de-sac; one from an outside hose bib, and one inside at a bathroom faucet. Every attempt was made to collect samples at the same locations for the three day period. However, if a resident was not available another residence was sampled.

At each location, water was collected in a beaker and measured with a laboratory quality digital thermometer. The initial temperature was collected immediately upon opening the valve and filling the beaker, and another sample was taken after letting the water flow for two minutes.

3. Analysis

The collected data can be found summarized on the Temperature Sampling Map (Attachment A). Here, the average temperatures for the test period are shown at each of the sample locations. Additionally, the average ambient air temperature, average soil temperature at a depth of four inches, and the average soil temperature at a depth of twenty inches is shown for comparison. These temperatures were taken from the Yuma South station of the Arizona Meteorological Network maintained by the University of Arizona. Additionally, a water main temperature range is shown. This range is estimated from the samples along the main closest to a given location. As can be seen from the map, the water leaving Well Site #3 is estimated to be between 78˚F and 84˚F. Then as it heads toward Well Site #1 and the loop feeding Washington Lane and San Luis Lane it increases to be between 84˚F and 90˚ F. Finally, as the water enters the dead end mains on the two cul-de-sacs it jumps again to be between 90˚F and 96˚F, with the very end of the mains increasing to be between 96˚F and 102˚F.

In the Location Temperature Data (Attachment B), the temperature data at each location for each sample time is graphed along with the nearest hydrant temperature, ambient air temperature, four inch soil temperature, and twenty inch soil temperature. Additionally, the average of these temperatures over the sample period is also graphed. In reviewing this data and the associated map, the following observations can be made:

Well Site #3
The water at Well Site #3 is relatively isolated from the large daily temperature swings in both ambient air and soil temperatures. This is as expected as the water entering the treatment system is at an approximate ground water temperature between 72˚F and 75˚F, and the large volume of stored water in the storage tank helps to keep that temperature from rising too rapidly. The entire treatment and storage process only increases the temperature three to six degrees.

Well Site #1
The water at Well Site #1, while isolated from the large daily temperature swings, is much warmer than the water leaving Well Site #3. This well site has a much smaller storage tank that can heat up much more rapidly. Additionally, there is a possibility that the well site wasn't in operation during afternoon sampling. The average temperature leaving this well site is 87˚F which close to the temperature of the entire loop feeding the trouble area.

B St. & 5th Ave.

Sampling at this location dramatically shows the heating that can take place in a dead end line connected to a hydrant, valve, or other such appurtenance. The average initial temperature at this location is 104˚F, however after a two minute flush the temperature drops down to the line temperature of 83˚F. This twenty degree swing in temperature can be understood by looking at drawing 5-120 of the Public Works Standards for Yuma County, Volume 1. This drawing shows the typical fire hydrant layout that can be expected throughout the City of San Luis. As the drawing depicts, a steel fire hydrant is connected to a ductile iron pipe down to a ductile iron elbow before connection to another type of pipe material (PVC, ACP, RCP etc.). Steel has a thermal conductivity of approximately 50 Watts per meter per degree Kelvin (W/m K). The thermal conductivity of a dry soil is approximately 0.15 W/m K and the thermal conductivity of water is approximately 0.58 W/m K. This shows that as the hydrant is heated by direct exposure to the sun it will easily transfer that heat through the ductile iron pipe down into the water main, and into the water. Though the water main is at a depth of 42 inches and the likely soil temperature is only 75˚F to 78˚F, the pipe is conducting surface heat down to that depth where it conducts much more easily into the water than into the soil, effectively heating the water to very high temperatures. Not all of the hydrants tested show such a large swing in temperature. This may be due to the amount of water flowing past the hydrant etc. However, this example shows the primary means by which heat is entering the water main system.

San Luis Lane

Sampling at this location again shows heating of the dead end hydrant line as the difference between the initial and two minute flush temperatures was as high as twenty degrees. Additionally, it shows that the estimated main temperature is higher on these dead end mains than is found out on the looped portion of the system.

1135 San Luis Lane

This location is the most extreme example of service line heating found. Initially low temperatures within the house rise dramatically to 116˚F in one case after a two minute flush. Running the tap for two minutes is not enough time to clear out the very hot water within the service line. Looking at drawing 5-150 and 5-151 of the Public Works Standards for Yuma County, Volume 1, it seems reasonable that this line could be heated to such an extent. The service is connected to the main with a copper pipe. Copper has a thermal conductivity of approximately 400 W/m K. This is very high as copper is and extremely efficient conductor of heat. If this line is made of another type of material with a much lower thermal conductivity, it is still possible for the water itself to conduct water down to the main and or service piping. The water service line then goes from a depth of 42 inches at the main to 24 inches over to the meter box where the soil temperature is approximately 83˚F (as opposed to 75˚F at the water main depth). The meter box is only 12 inches from the surface with the top of the meter only a few inches from the surface. Though not in direct sunlight, the temperature of the

meter housing can be expected to be very close to ambient. Then, depending on the construction, the service line travels to the house at a shallow depth. Additionally, if the water lines in the house travel through the attic rather than through the floor, the line remains at this elevated temperature resulting in a potential run of pipe of 80 feet or more. With this very long run of service line at very high temperatures, it could take well over two minutes to reach the temperature at the main which is already over 90˚F.

4. Conclusions

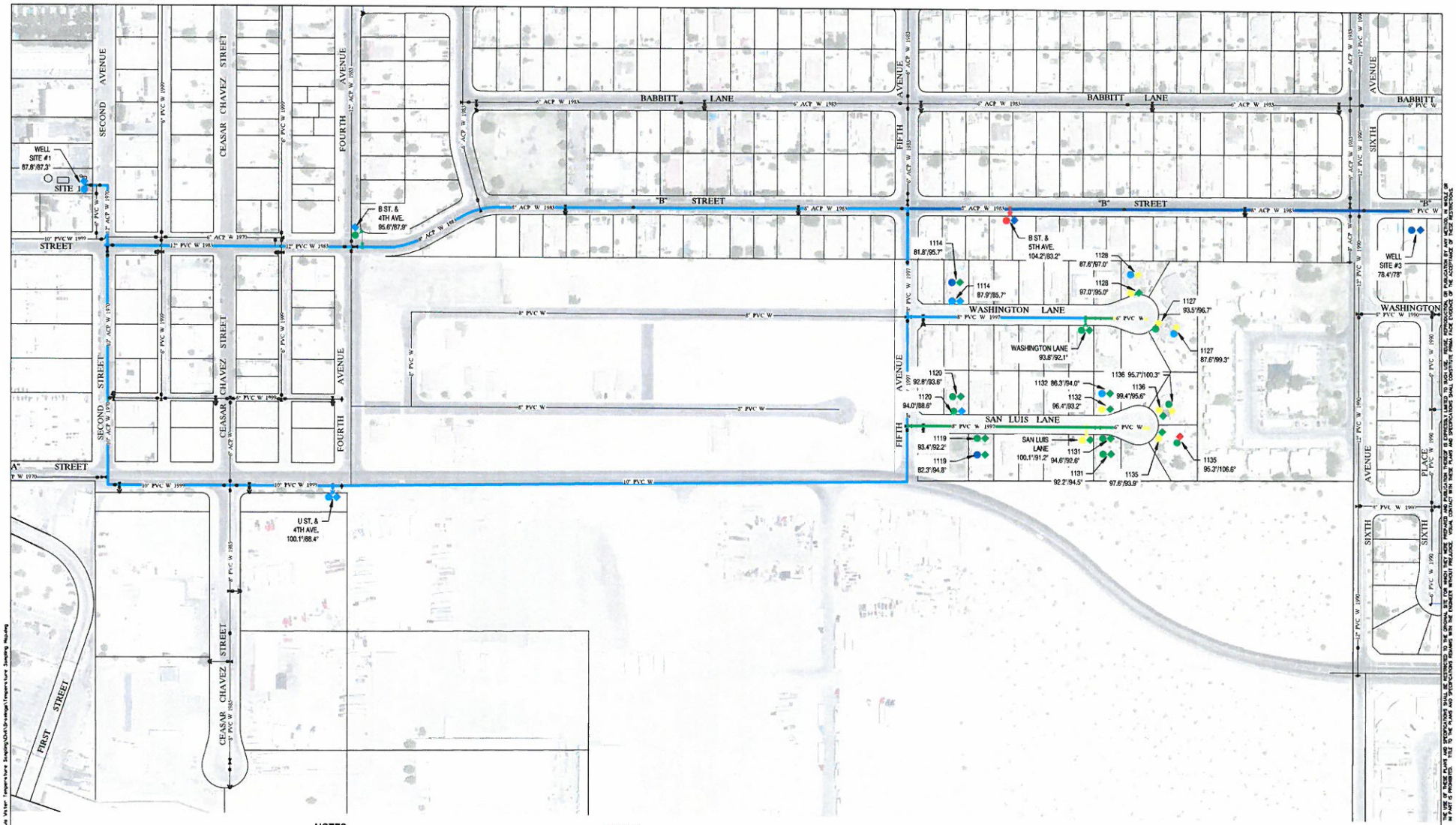
The temperature sampling shows that high temperature in the service lines feeding the houses is a significant problem. Temperatures at the tap of 116˚F were recorded after flushing the line for two minutes. This water temperature is close to the recommended setting for a typical household water heater. These high temperatures are due to low flow water mains that are being heated through surface appurtenances, and water service lines that are shallow and connected to water meters located near the ground surface. In some residences, a two minute flush period is not sufficient to reduce the temperature to main line temperatures. If household water piping is ran through the attic, the length of service piping can greatly increase the amount of time it takes to get main line water temperatures.

If service line piping is constructed according to Yuma County public works standards, as is expected, the configuration is similar to what is used all over the state. Copper service taps at the main are standard practice, and the water meter box is set at a standard depth. Changes to these standards could be made to help keep these temperatures at lower levels. Eliminating dead end mains, keeping service line piping at water main depths, changing piping materials and insulating shallow service lines near the meters, and running household piping through the foundation rather than through the attic are all measures that may help to isolate the water system from high temperatures. The impact of any or all of these measures is difficult to quantify without further testing and analysis.

Moving forward, one avenue of investigation that could be pursued would be to pothole the service piping of one or more of these residences to determine the actual buried depth of the line. Also, an investigation to determine where the internal piping in the residence is run may be helpful. A pilot study can be conducted to modify the service piping of one or more of these residences to lower the pipe down to the water main depth, change the pipe materials as the line comes up to the meter, lowering and potentially insulating the meters and meter boxes, etc. In this way, the actual impact of these changes can be determined and appropriate useful changes to construction standards can be made.

Attachment A

Temperature Sampling Map



NOTES:

AVERAGE AMBIENT AIR TEMPERATURE = 95°
AVERAGE 4" SOIL TEMPERATURE = 91°
AVERAGE 20" SOIL TEMPERATURE = 83°

LEGEND

TEMPERATURE RANGE	ESTIMATED WATER MAIN TEMPERATURE	AVERAGE INITIAL TEMPERATURE	AVERAGE 2 MINUTE FLUSH TEMPERATURE
78° – 84°			
84° – 90°			
90° – 96°			
96° – 102°			
102° – 108°			

LOCATION NAME
1119
78'/84'
AVERAGE INITIAL TEMPERATURE
AVERAGE 2 MIN. FLUSH TEMPERATURE

San Luis Water System Temperature

Temperature Sampling Map

Nicklaus Engineering Inc.
1851 West 24th Street P.O. Box 6029
YUMA, ARIZONA 85364 (928)344-8374
Email: ne@nelze.com

SCALE:	AS SHOWN
DATE:	July, 2015
DES. BY:	
DRAWN BY:	D.K.J.
SURVEYED BY:	
JOB. No.:	015-0114
FILE No.:	
SHEET	OF

1

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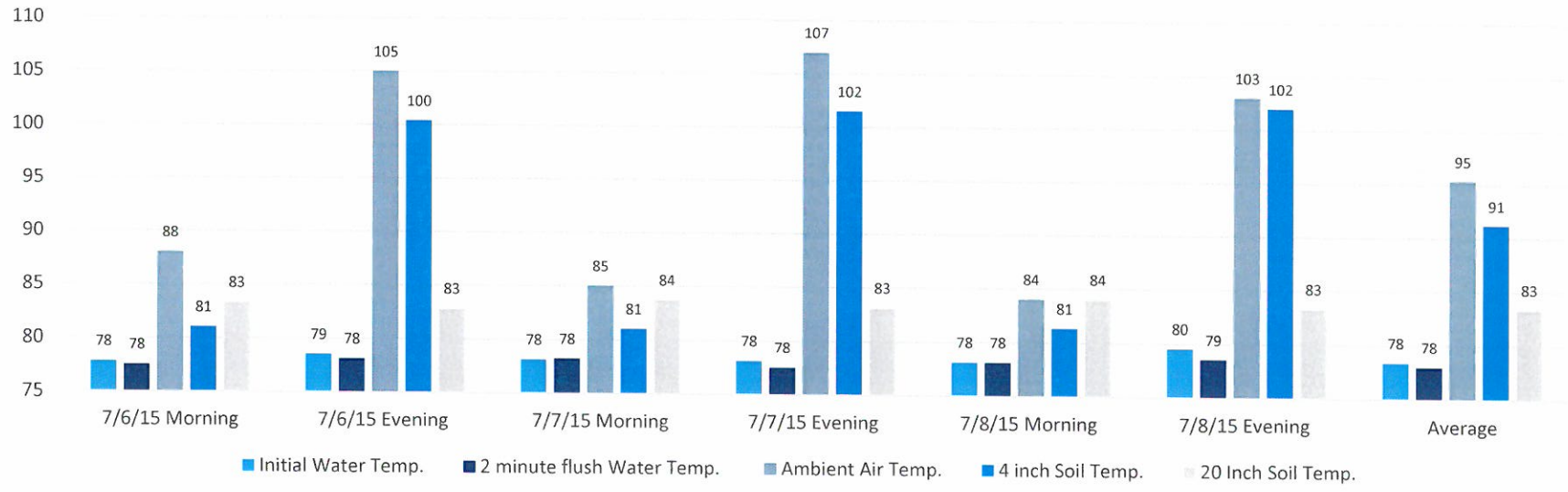
Attachment B

Location Temperature Data

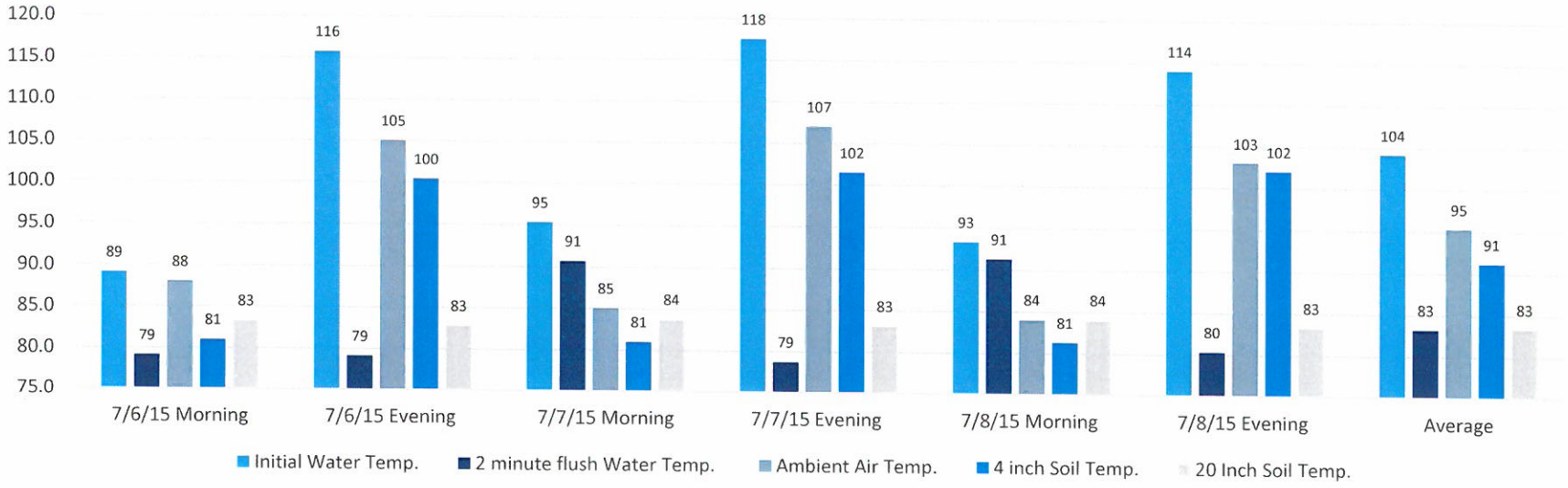
San Luis Water System Temperature

July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

Well Site #3

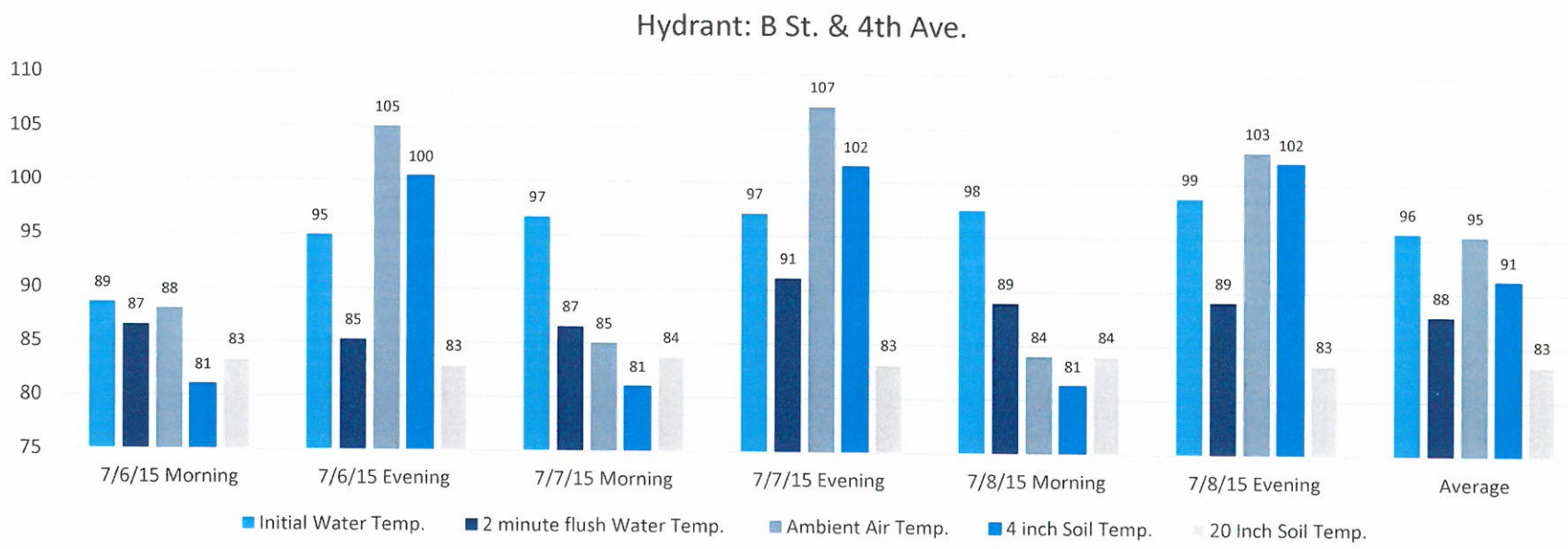


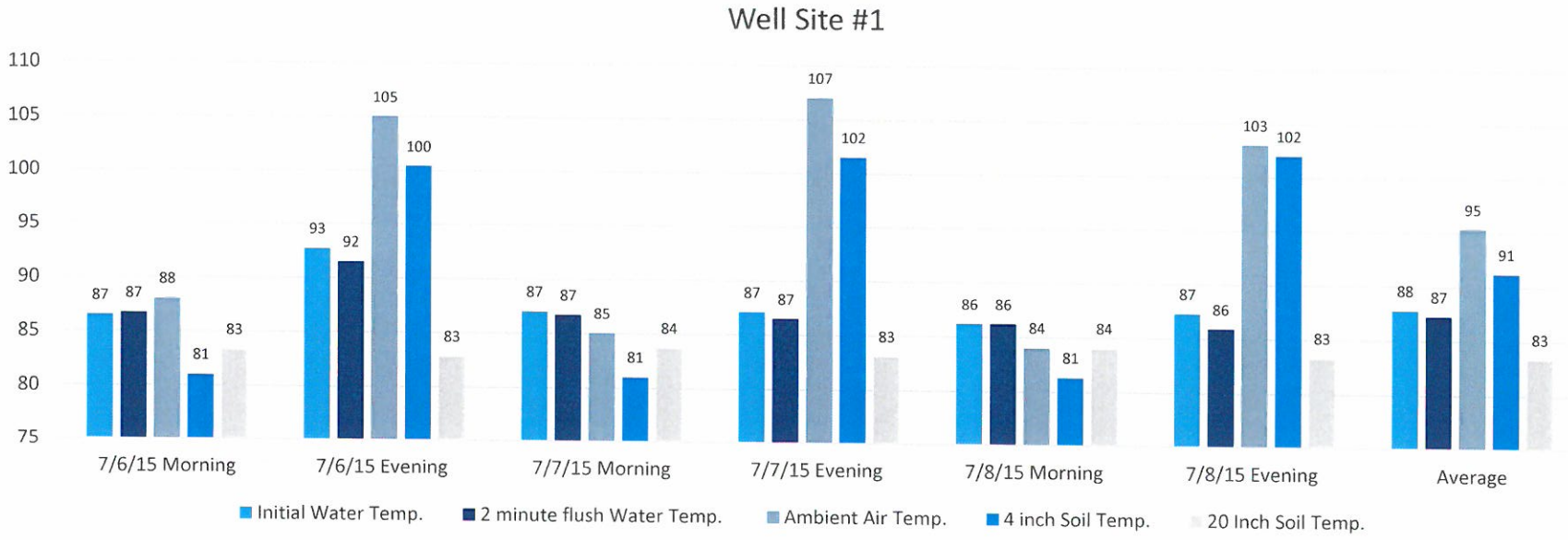
Hydrant: B St. & 5th Ave.



San Luis Water System Temperature

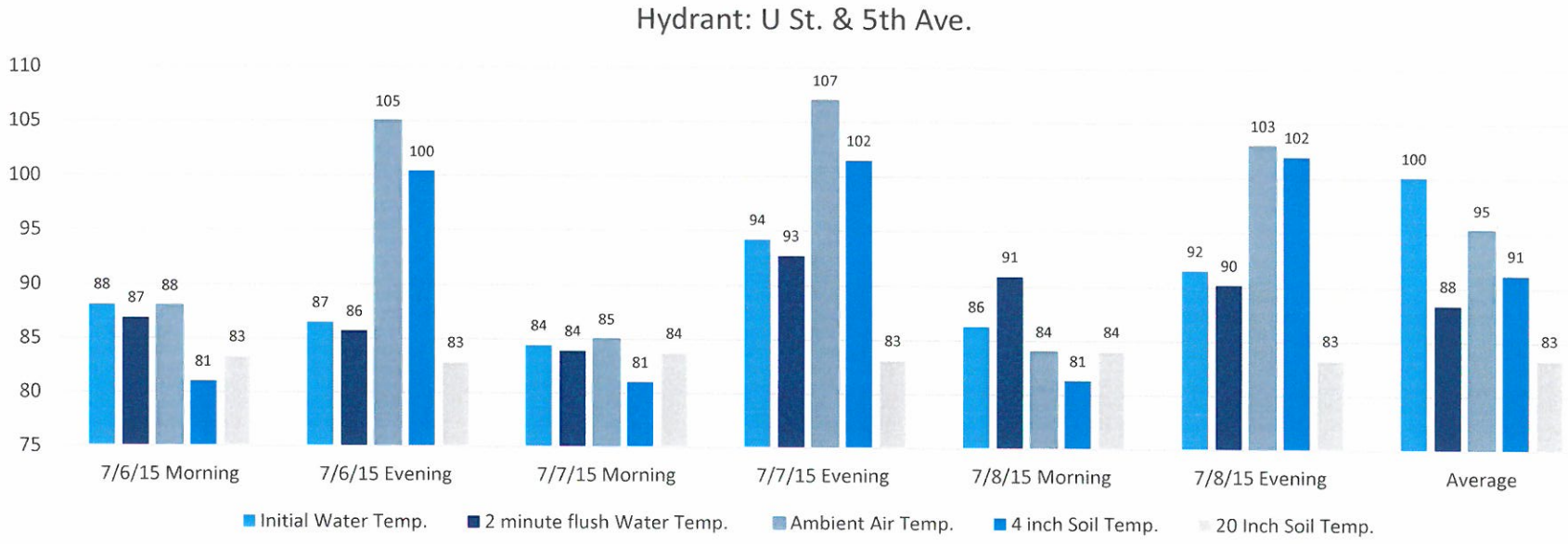
July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)

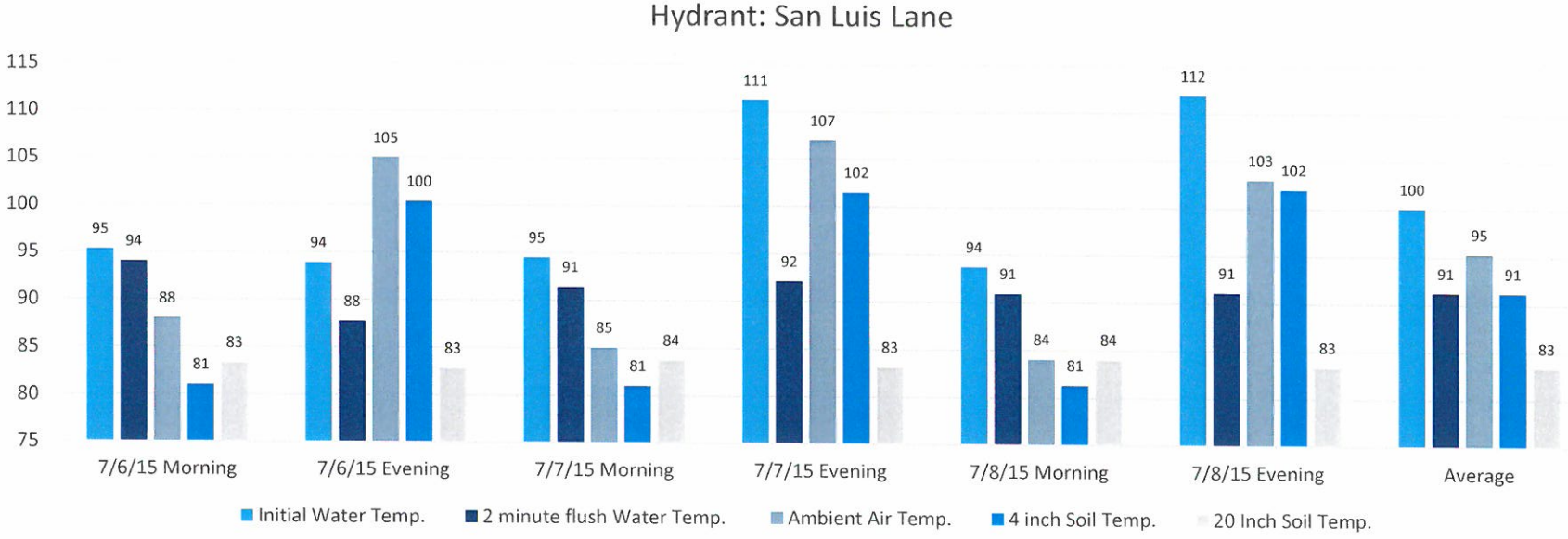




San Luis Water System Temperature

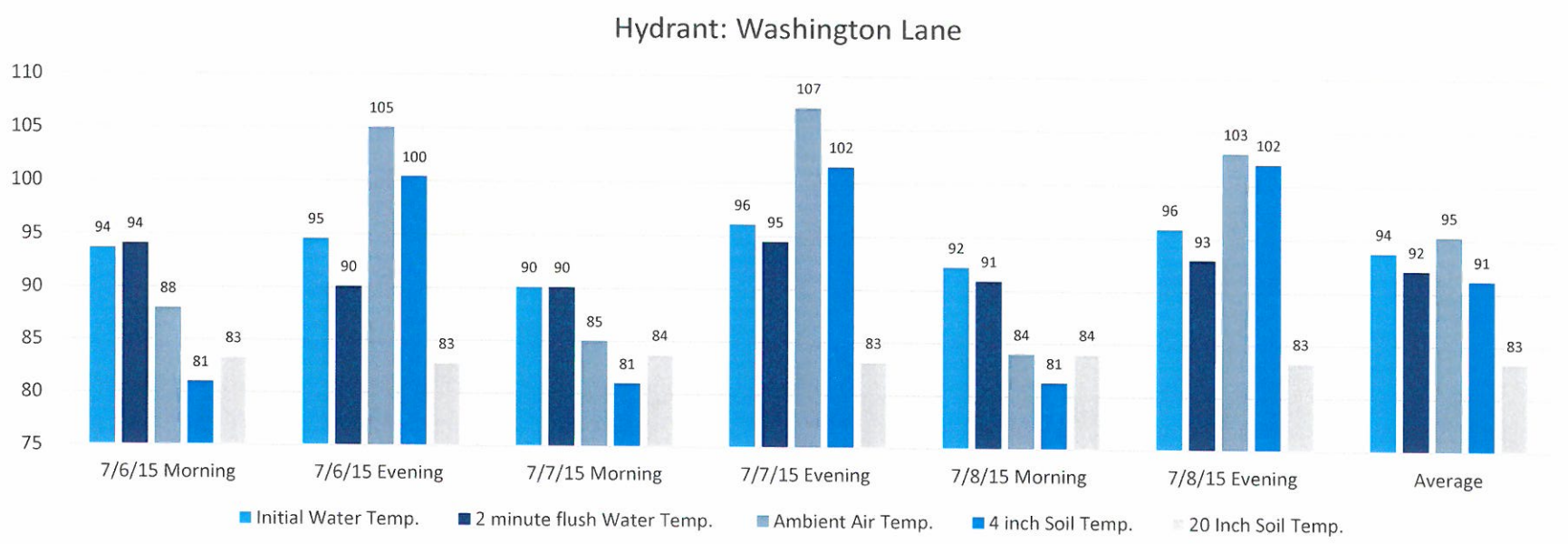
July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)





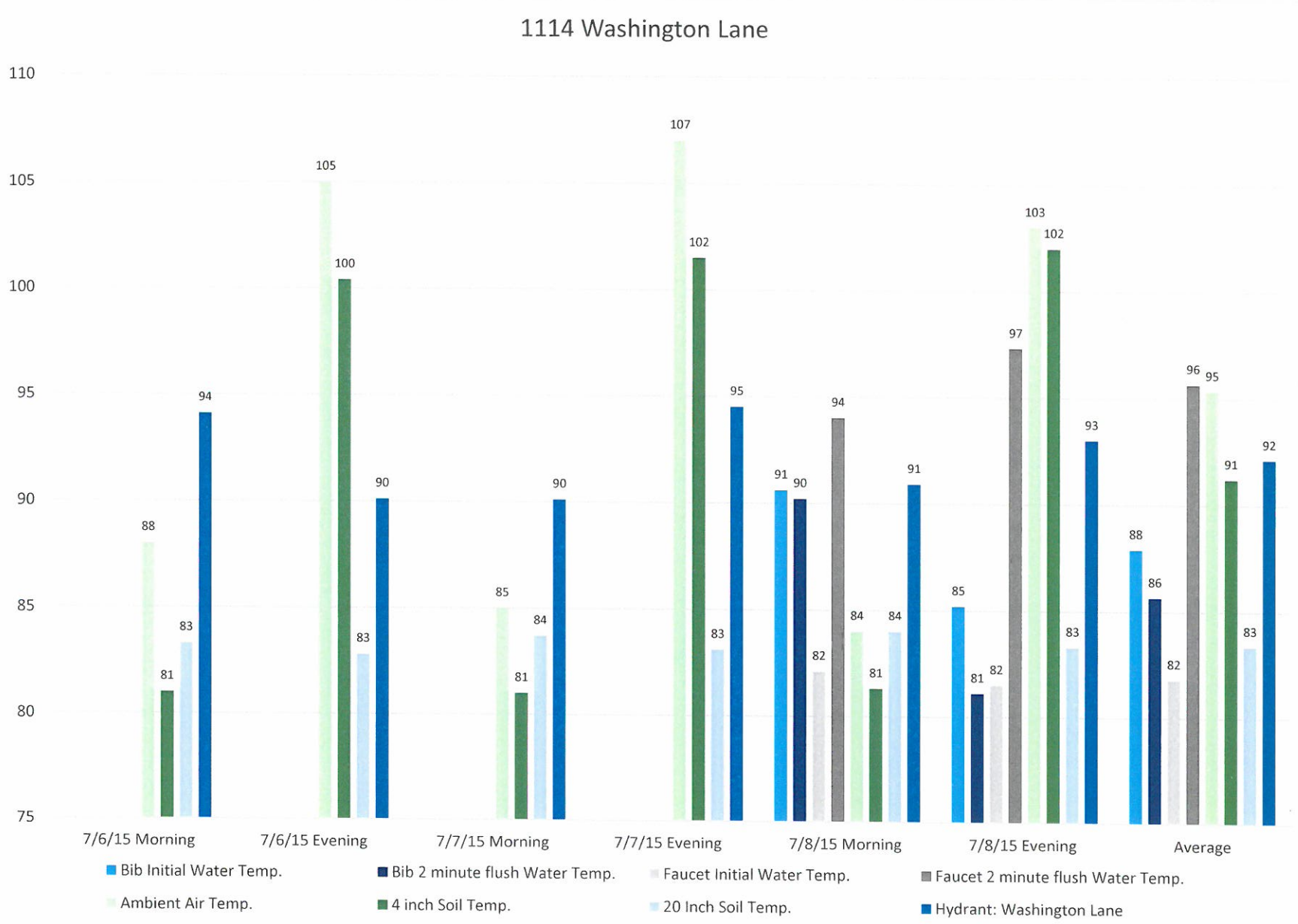
San Luis Water System Temperature

July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)



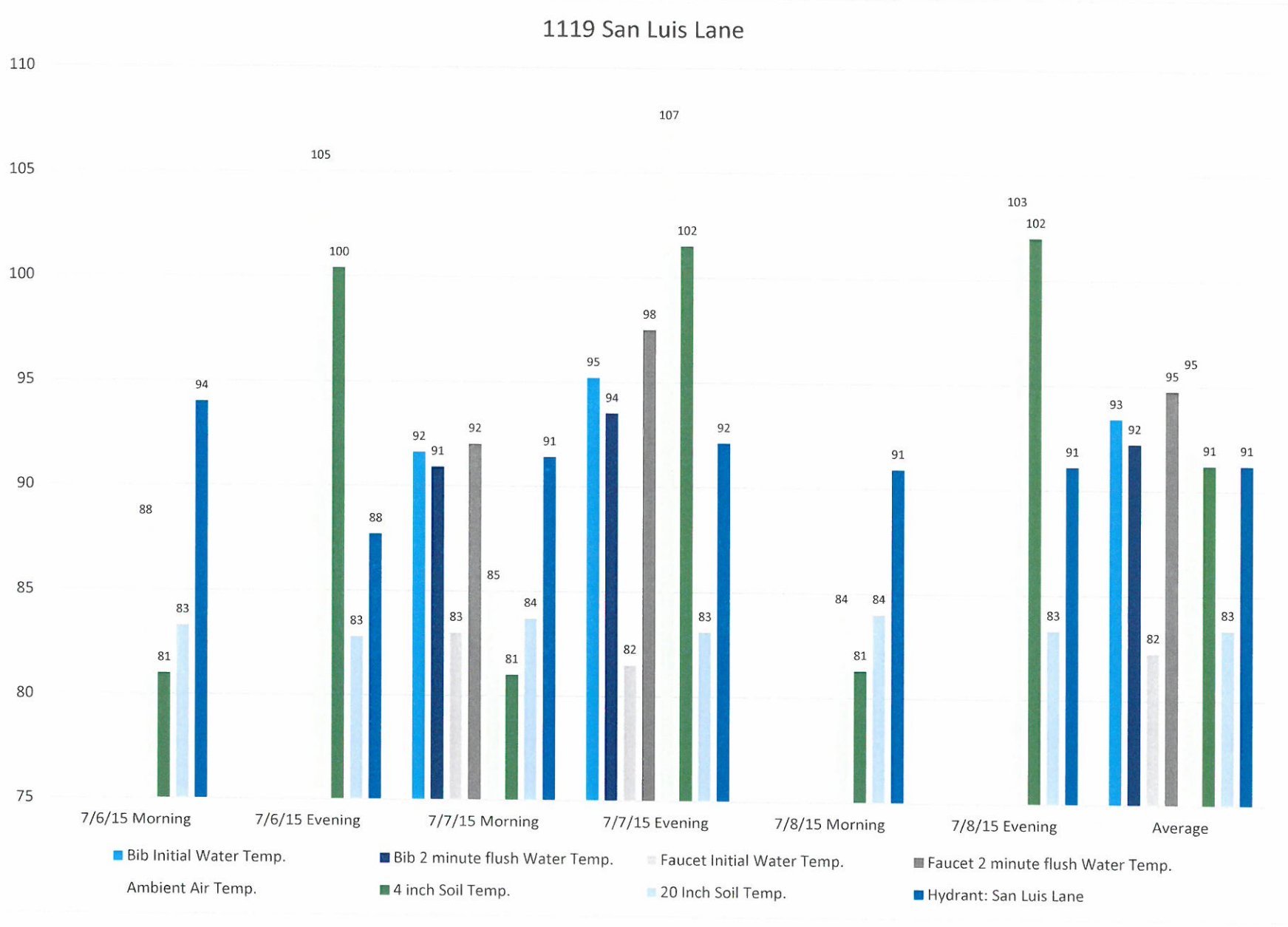
San Luis Water System Temperature

July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)



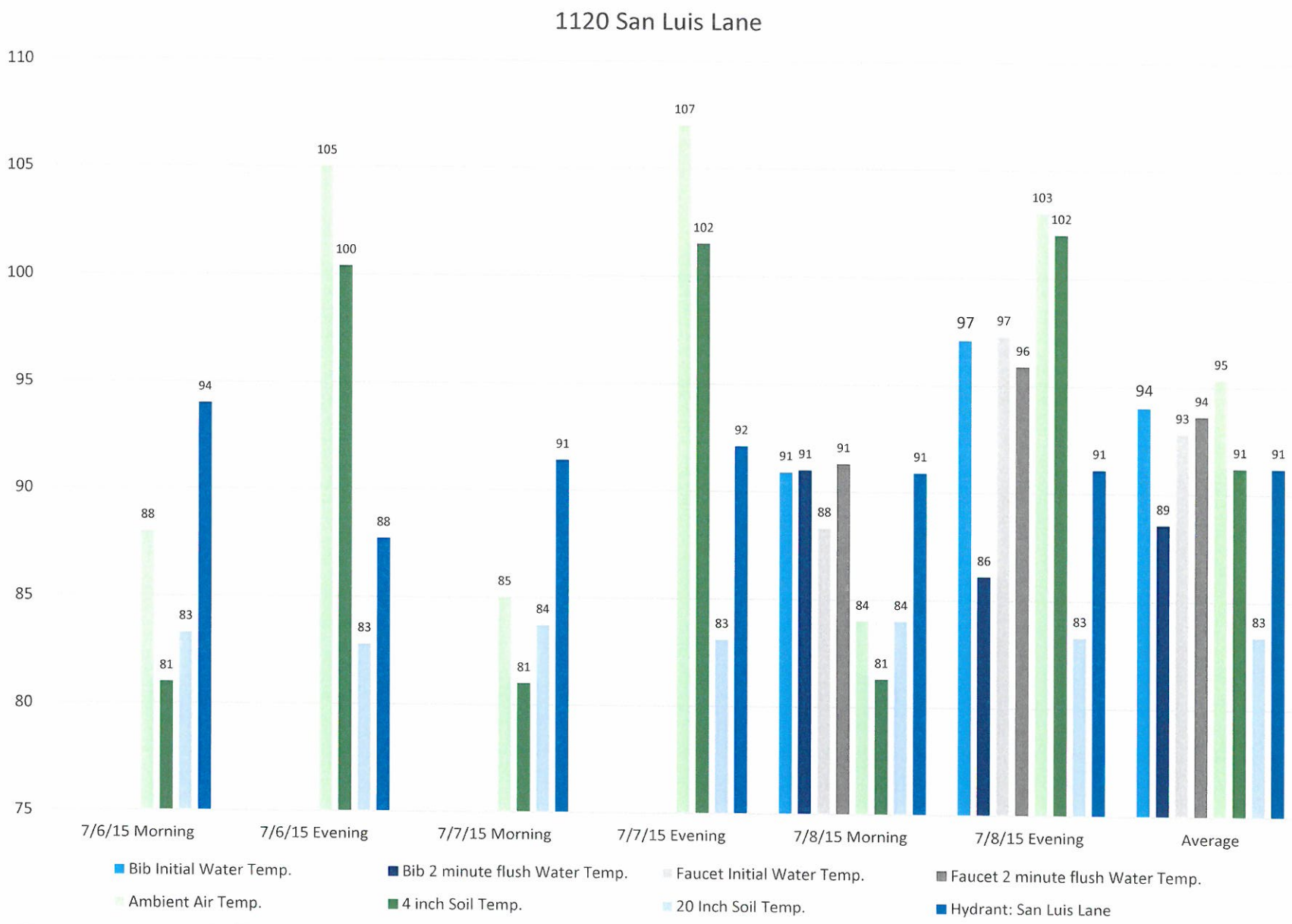
San Luis Water System Temperature

July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)



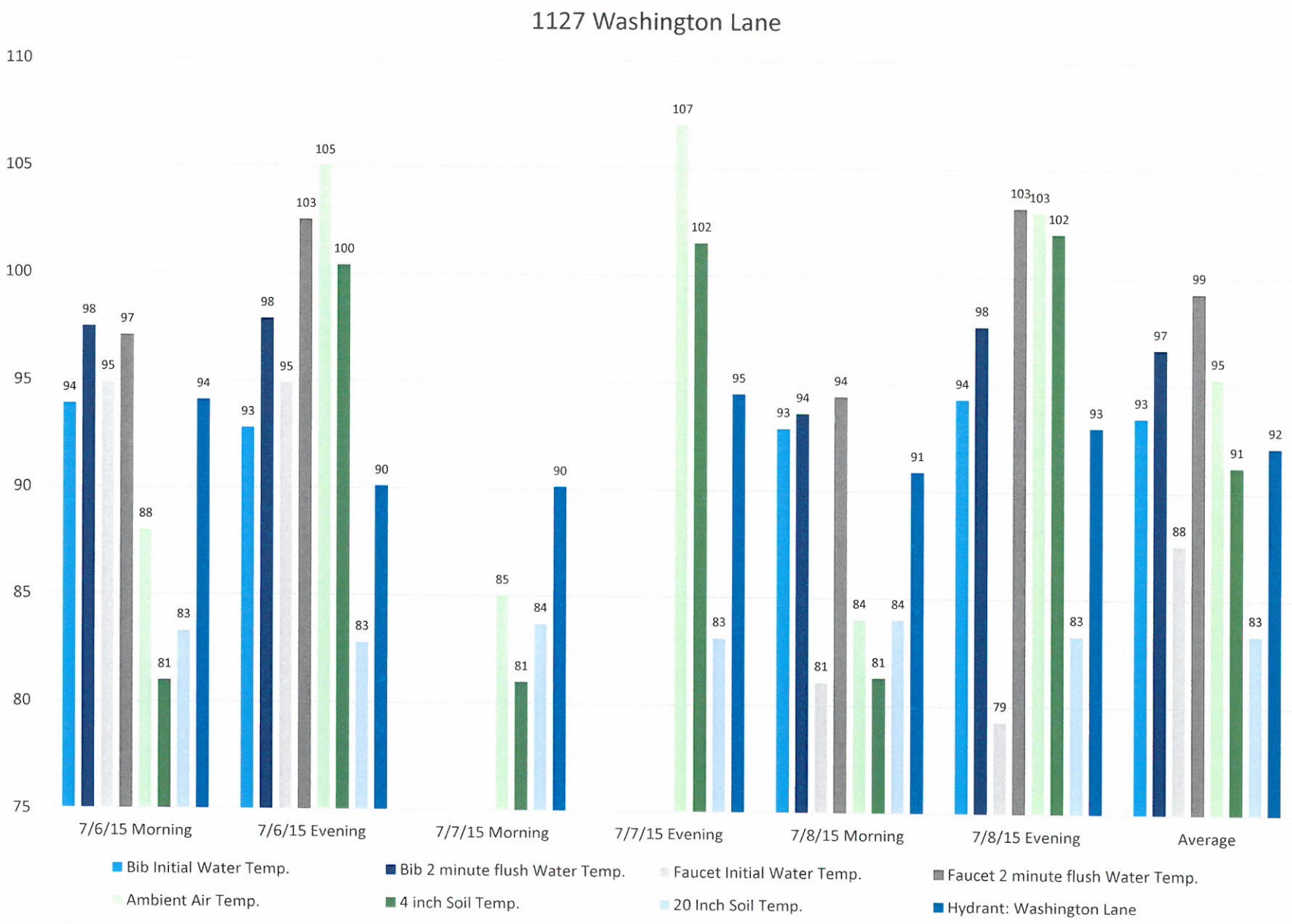
San Luis Water System Temperature

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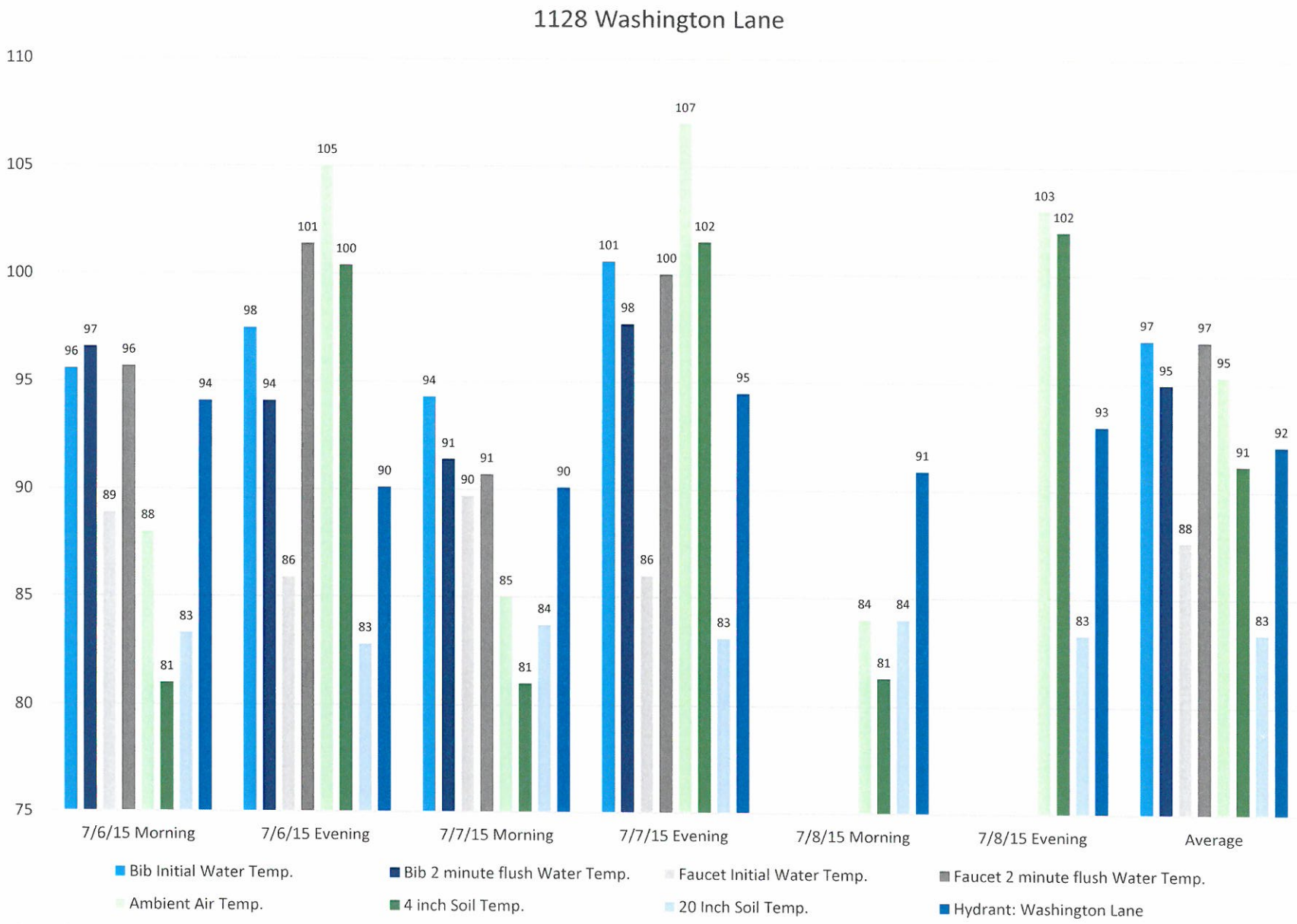
San Luis Water System Temperature

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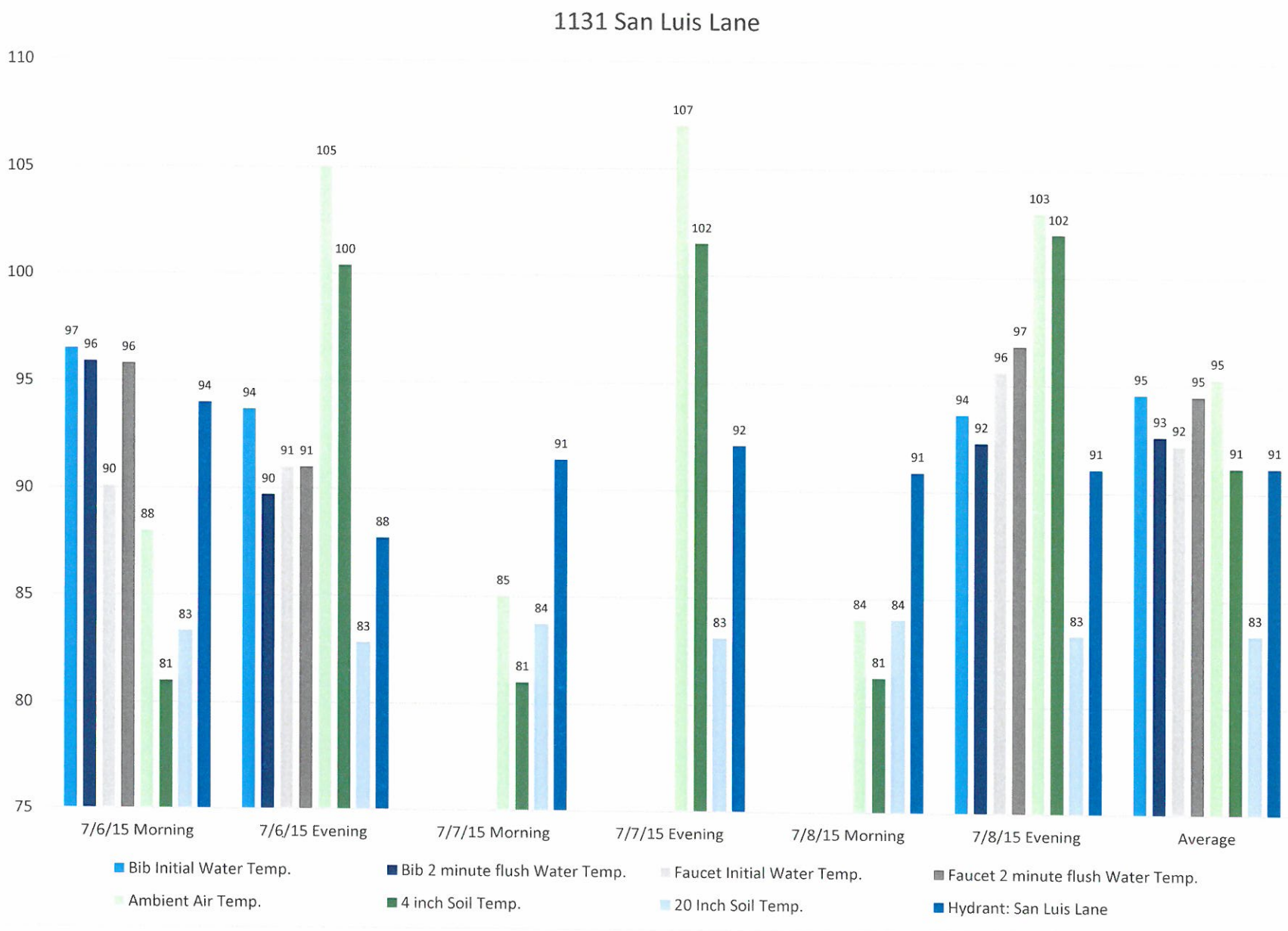
San Luis Water System Temperature

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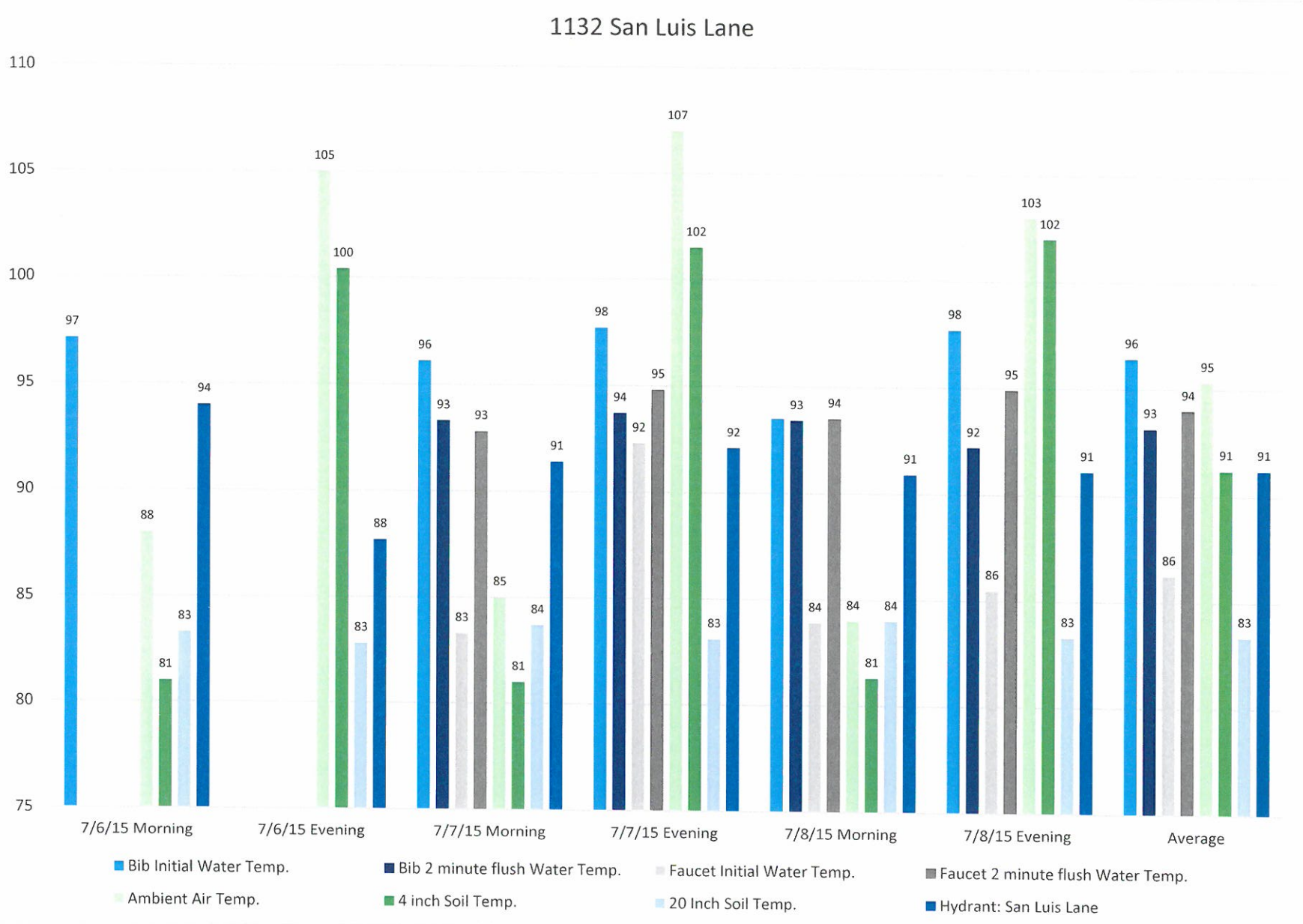
San Luis Water System Temperature

July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)



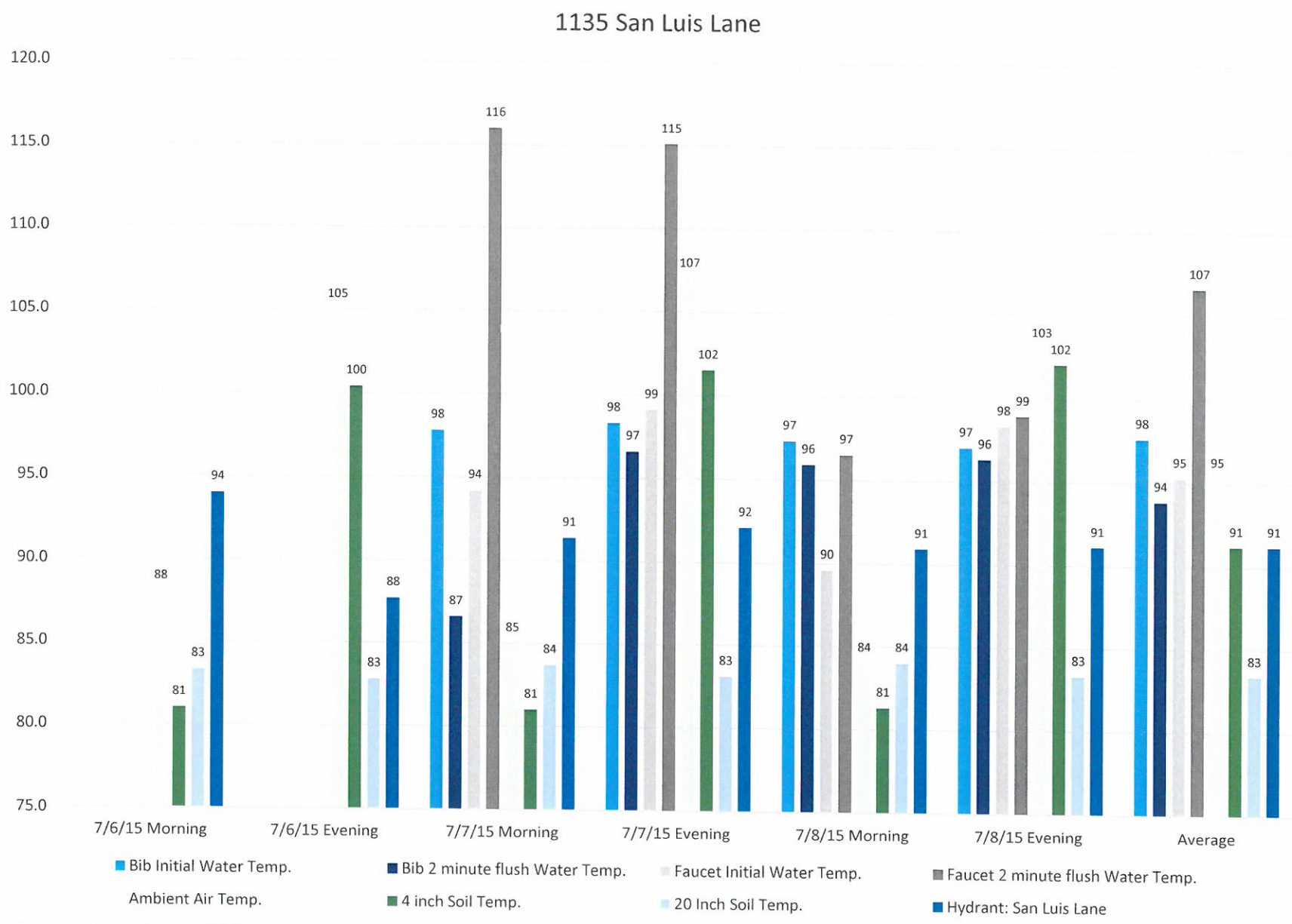
San Luis Water System Temperature

July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)



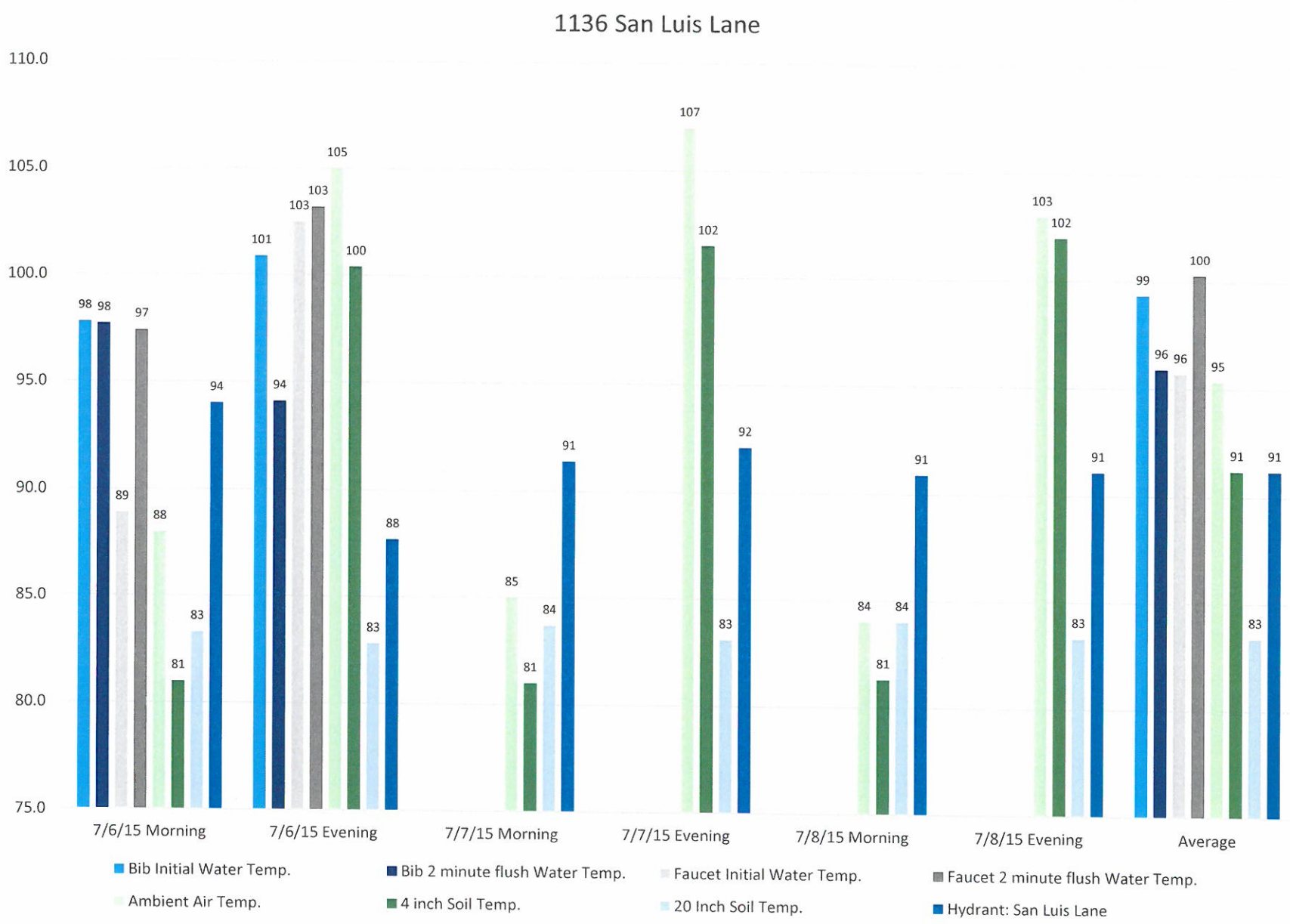
San Luis Water System Temperature

July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)



San Luis Water System Temperature

July 6 - July 8 2015 Sampling Data (Degrees Fahrenheit)



AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.B.**

Meeting Date: 09/13/2017

Department Head: Janet Taylor, Legal Secretary, Attorney's Office

Submitted By: Janet Taylor, Legal Secretary, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding appointment and/or re-appointment of directors to the San Luis Municipal Property Corporation. **(Kay Marion Macuil, Assistant City Attorney)**

SUMMARY:

This item is before the Council to re-appoint or appoint new directors to the board of the San Luis Municipal Property Corporation. Terms of all five (5) directors have expired.

Eligibility: Directors must be residents of San Luis Arizona.

Current Directors: Current Directors in alphabetical order are:

Luis Cabrera
Antonio Carrillo
Joel Castro
Eduardo Vazquez (Mr. Vazquez has indicated he will not be able to continue to serve)
Ruben Walshe

San Luis Residents interested in serving
Martin Martinez - Campesinos Sin Fronteras
Cecilia Torres - PPEP, Inc.

Background of Corporation: The San Luis Municipal Property Corporation was created in 1983 under Arizona Revised Statute Title 10, which allows any entity or person to create a non-profit corporation. It is the oldest of the three (3) Municipal Corporations the City created.

Purpose: The purpose of this Corporation is to acquire, construct, reconstruct or to aid in the development or improvement of buildings and other real property and personal property suitable for leasing or sale.

Status: There are no current projects but it is kept current with annual meetings to be available if a project develops suitable for this Corporation.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPOINT TO THE SAN LUIS MUNICIPAL PROPERTY CORPORATION *(5 residents of San Luis, Arizona)*

_____,
_____,
_____,
_____, and
_____.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.C.**

Meeting Date: 09/13/2017

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding waiver of city fees associated with construction of a house the proceeds of which will be used towards a domestic violence safe house in the City of San Luis, Arizona. **(Augustin Tumbaga, Jr., Director of the Non-Profit, Pueblo Housing and Community Development)**

SUMMARY:

Vice Mayor Maria Cecilia Ramos has worked towards bringing a safe house for protecting domestic violence victims to the City of San Luis. She brought to staff's attention the non-profit Pueblo Housing and Community Development's project to construct a house and sell it with 100 per cent of the profit from the sale going toward funding the construction of a domestic violence safe house in the City of San Luis, Arizona.

Pueblo Housing and Community Development has been obtaining materials and services at cost or near cost to increase funds available from the sale of the house in order to construct the safe house. As part of that effort, Pueblo Housing and Community Development requests a waiver of city fees associated with the fund-raising house's construction.

A contract is proposed at the request of Pueblo Housing and Community Development. Under the contract, if the safe house is not constructed within the next 5 years, then the fees would be paid to the city. Staff has estimated the maximum cost of city fees would be **$8,500.00** and so the contract caps the waiver at that amount.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH PUEBLO HOUSING AND COMMUNITY DEVELOPMENT TO WAIVE CITY CONSTRUCTION FEES IN AN AMOUNT NOT TO EXCEED $8,500.00 AS THE CITY'S CONTRIBUTION TOWARD SUPPORTING A DOMESTIC VIOLENCE SAFE HOUSE IN THE CITY OF SAN LUIS.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	Amount not to exceed $8,500
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

No direct impact to the budget. If project is awarded, the contribution not to exceed $8,500 will be reduced from the building permit fee revenue.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.D.**

Meeting Date: 09/13/2017

Department Head: Lizandro Galaviz, Parks & Recreation Director, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by the discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize San Luis FRONTERA Rotary Club to sell alcohol on Friday, September 29, 2017 during the Mexican Baseball Fiesta event in which the Naranjeros de Hermosillo will play against the Aguilas de Mexicali. **(Alicia Muñoz Castillo, President of the San Luis FRONTERA Rotary Club & Louie Galaviz, Parks & Recreation Director)**

A. Open public hearing
   1. Staff and/or applicant presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

SUMMARY:

San Luis FRONTERA Rotary Club wishes to sell beer on Friday, September 29, 2017, in Joe Orduño Park, during the Mexican Baseball event.

RECOMMENDATION / SUGGESTED MOTION:

A. Open public hearing
   1. Staff and/or applicant presentation
   2. Call to the Public on this item
B. Close public hearing
C. Recommendation of the Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Arizona Department of Liquor Licenses and Control

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: San Luis Frontera Rotary Club

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0734186

SECTION 3 The organization is a: (check one box only)

☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☑ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☐ No

Name of Business	License Number	Phone (Include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☑ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? ☑ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Joe Orduño Park

Address of Location: 965 N Park Avenue (Street) San Luis (City) Yuma (COUNTY) AZ (State) 85349 (Zip)

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☑ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Ramirez (Last) Marcos (First) (Middle) 10/25/1988 (Date of Birth)
2. Applicant's mailing address: PO BOX 13926 (Street) San Luis (City) Arizona (State) 85349 (Zip)
3. Applicant's home/cell phone: (928) 627-3873 Applicant's business phone: (928) 285-3532
4. Applicant's email address: marcosramirez5550@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐Yes ☑No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 4
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐Yes ☑No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name San Luis Frontera Rotary Club Percentage: 100%

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

Name _____ Percentage: _____

Address _____ (Street) _____ (City) _____ (State) _____ (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 2 Number of Security Personnel ☑Fencing ☑Barriers

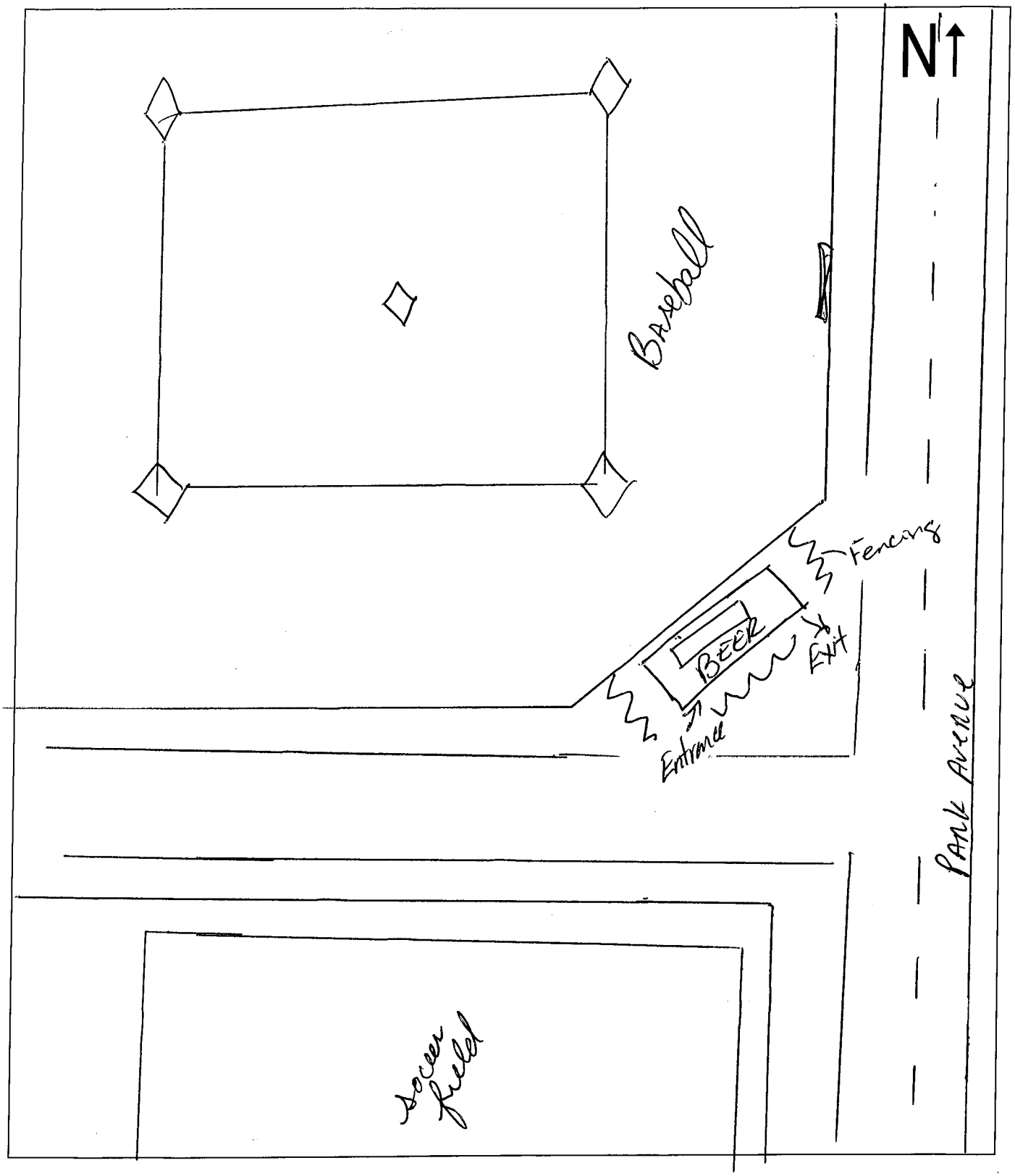
Explanation: Fencing will be placed around beer area. One entrance and One exit will be posted. Security will be place at both ends to ensure proper flow of people. Signs will be posted indicating entrance and exit.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	9/29/2017	Friday	4:00 PM	12:00 AM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Individuals requiring ADA accommodations call (602)542-9027.

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Marcos Ramirez declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Signature	Title/ Position	Date	Phone Number
	Sgt at Arms	8/22/2017	928-285-3532

The foregoing instrument was acknowledged before me this 22nd (Day) August (Month) 2017 (Year)

State AZ County of Yuma

My Commission Expires on: Feb-14-2019 (Date) _____ (Signature of Notary Public)

SECTION 14 This section is to be completed only by the applicant named in Section 9.

GEORGINA GONZALEZ
Notary Public - State of Arizona
YUMA COUNTY
My Commission Expires Feb. 14, 2019

I, (Print Full Name) Marcos Ramriez declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Signature	Title/ Position	Date	Phone Number
	Sgt at Arms	8/22/2017	928-285-3532

The foregoing instrument was acknowledged before me this 22nd (Day) August (Month) 2017 (Year)

State AZ County of Yuma

My Commission Expires on: Feb-14-2019 (Date) _____ (Signature of Notary Public)

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

GEORGINA GONZALEZ
Notary Public - State of Arizona
YUMA COUNTY
My Commission Expires Feb. 14, 2019

SECTION 15 Local Governing Body Approval Section.

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

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

SECTION 16 For Department of Liquor Licenses and Control use only.

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: _____/_____/_____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

CERTIFICATE OF LIABILITY INSURANCE

7/1/2017 | DATE (MM/DD/YYYY) 8/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies PHONE (A/C, No, Ext): 1-800-921-3172 FAX (A/C, No): 1-312-681-6769 E-MAIL ADDRESS: rotary@lockton.com
INSURED 1393456 All Active US Rotary Clubs & Districts San Luis Frontera Rotary, Disitrct 5500 Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Lexington Insurance Company — 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES ROTIN01 **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			015375594	7/1/2017	7/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ XXXXXXX $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			015375594	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of San Luis
965 N Park Avenue
San Luis, Arizona 85349

San Luis Frontera Rotary, Disitrct 5500
Event on 9/29/2017 in San Luis, Arizona 85349

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6.E.**

Meeting Date: 09/13/2017

Department Head: Lizandro Galaviz, Parks & Recreation Director, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the renaming of the Moctezuma Park, located on 467 Juan Sanchez Blvd, San Luis, AZ 85349, to PPEP Park. **(Lizandro Galaviz, Parks & Recreation Director)**

SUMMARY:

Dr. John David Arnold was born in a "Pennsylvania Dutch Country" on a small farm located near Doylestown in Bucks County. In 1967, while working for the Head Start Program, Dr. Arnold wrote the first Portable Practical Educational Preparation (PPEP), Inc. grant proposal submitted to the Tucson War on Poverty Program (TCEO), initiated by the Presidents Kennedy/Johnson Administrations. The initial funding was for $19,000.00, from which he bought a 48 passenger 1957 Chevrolet school bus known as "La Tortuga" Dr. Arnold was the driver, mechanic and teacher imparting partical educational teachings to help the Bracero farms workers prepare to be productive in our society.

From PPEP's humble beginnings aboard "La Tortuga" 50 years ago, Dr. Arnold, the PPEP Board of Directors, and dedicated staff have "improved the quality of life" of farm workers and rural poor. PPEP's programs have been honored twice at the White House among numerous other recognitions nationally and internationally. Dr. Arnold has been instrumental in establishing 11 farm worker, rural, and inner city PPEP TEC Charter High schools in which 4,700 at-risk students have graduated with high school diplomas.

For the past 30 plus years, PPEP has been a significant part of the San Luis Community. Bringing programs such as the PPEP Tech Charter High School, Youth Build, Community Service Block Grant program, National Farm Worker Jobs Program (NFJP), Housing programs, High School Equivalency (GED) programs, Plaza Communitarias education program, and the Micro Loan program, which are all located in San Luis.

Each year PPEP Tec High School serves approximately 124 students at the high school. NFJP provides employment and training services to approximately 150 individuals, PPEP Housing 100 individuals in housing assistance programs, GED to 30 individuals, Plaza education to 20, Micro loan 25, and CSBG/CSA to 30-50 for emergency services, and Youth Build 15 students per year because of the intensity. Therefore, touching the lives of approximately 500 people per year in the San Luis community on average.

Each of these programs have worked to serve the community for those in need of employment and training, education, long term case management, and business development opportunities. In addition, programs serve youth and adults ages 16 and older in education and career development. Programs focus on meaningful employment and education attainment that will pay a living wage in the future and addresses barriers that in some cases may not have been addressed in the past to be successful.

The rate of poverty for 18-24 year olds lacking a high school diploma/equivalent in San Luis and Somerton, Arizona, for example,

is 36.1%, which exceeds the national rate of 27.1%. In addition, the weighted graduation rate for the two

areas is 40.3%, which is less than half of the state or national average. Unfortunately, the facts do not paint an encouraging picture for people currently in poverty unless there is some form of direct intervention. PPEP has provided that intervention though consistent programming and availability of services in the San Luis and South County area overall.

PPEP also works with other local agencies in the San Luis area, in partnership and collaboration so that those in need are served
to the best of our ability as a community organization. Partnering with other housing agencies, for example, to provide opportunity for low income individuals to apply for home ownership through the Youth Build partnership program with local builders, has provided over 25 homes to low income families and served over 200 youth in the San Luis area with education and employment opportunities and to include post-secondary enrollment and opportunities for higher education. We are involved in local activities and work to help the San Luis community in any way we can.
Within our programs we work to offer additional services and leverage other programs through co-enrollment to ensure all needs are met that works to foster self-sufficiency and autonomy to those we serve. It is a model particularly useful in assisting participants facing multiple employment or educational impediments and simultaneously building program sustainability. PPEP also works to access additional dollars to provide for staff development in areas that will enhance programs and services and address community needs.
PPEP is also a significant employer within the San Luis area, employing approximately 22 staff just in this area alone within the programs located in San Luis. PPEP also continues to be a significant contributor to the San Luis economy and works to support city efforts.

Within the NFJP service areas, Yuma County is home to the largest agricultural producing county in Arizona. San Luis is one of the main focal points and comes with significant needs experienced by adult and youth migrant and seasonal farm workers. The average education level for 40% of immigrant adults is 1 st – 6th grade, 17% only complete 7th-9th grades, only 28% complete 10th-12th grades and only 9% ever attained some type of higher education (National Center for Farm worker Health, 2012). PPEP is continuing to combat these averages and provide educational and employment opportunities to those living in the San Luis area through our adult and youth programs offering education and employment training opportunities.
Due to their extraordinary job in helping our community and reaching out to our community, staff is asking to rename the Moctezuma Park to PPEP Park .

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE AND ADOPT RESOLUTION 2008.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

N/A

Attachments

Res 2008

Dr. John David Arnold

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2008

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, OFFICIALLY NAMING THE PARK COMMONLY KNOWN AS MOCTEZUMA PARK AT THE CORNER OF JUAN SANCHEZ BOULEVARD AND HIDALGO AVENUE TO PPEP PARK.

WHEREAS, the City of San Luis Arizona is proud to recognize Portable Practical Education Preparation (PPEP) for its contribution for more than 30 years to the education and preparation for employment of the residents of San Luis who might not otherwise have the opportunity to gain this knowledge and skill; and

WHEREAS, PPEP also provides valuable volunteer community service such as food drives, construction projects for the Make A Wish Foundations and numerous other contributions.; and

WHEREAS, In collaboration with the City of San Luis, Arizona Parks and Recreation Department, PPEP desires to adopt a City of San Luis, Arizona park by providing volunteer labor to maintain the adopted park, hosting events in the adopted park, and fund raising and obtaining grants to buy trees and other landscaping materials to beautify the adopted park.

WHEREAS, the Park commonly known as Moctezuma Park has never been officially named; and

WHEREAS, the City of San Luis, Arizona desires to honor PPEP for the above contributions and other contributions too numerous to list;

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

Section 1. that the Park at the corner of Juan Sanchez Boulevard and Hidalgo Avenue, San Luis, Arizona be officially named PPEP Park; and

Section 2. that a plaque with the name of PPEP Park be installed at the park in recognition of this honor, so all persons from this day forward shall recognize and remember the contributions of PPEP to this community.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this ____day of September, 2017.

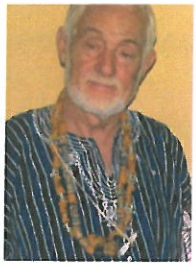
Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

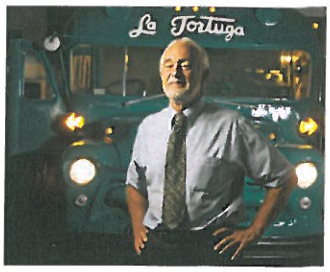
APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney



ına Bloti Omaboyo I
Atekwa Clan

CELEBRATING 50TH ANNIVERSARY 2017



Dr. John David Arnold

John David Arnold, Ph.D.
Portable Practical Educational Preparation, Inc. and Affiliates CEO & Founder 1967
LULAC National Cesar Chavez Leadership and Community Service Award 2004
Arizona LULAC "Man of the Year" Award 2004 and 2006
Chaplain for LULAC Arizona
LULAC National Education Chair Co Chair & International Relations Chair
National Humanitarian Award Created in his name 2008
AFOP Presidents Humanitarian Award 2009 – Hall of Fame 2016
Rotarian Owerri, Nigeria District 9410
Elevated to Royal Status "Nana Bloti Omaboyo," Baika-Buem Kingdom, Ghana 2011
Ordained Moh Ntoh, Prince Bambui Fondom, Cameroon 2012
Ohtli Mexican Government Distinguished Service Recognition 2016

Dr. John David Arnold was born in 'Pennsylvania Dutch Country' on a small farm located near Doylestown in Bucks County. His late father whose American family dates from the mid 1600's, was a journalist and inventor. He wrote the first motor tourist guide of Mexico for Triple A, it was cited and archived by Mexican President Echevarria. He designed the first Ford House. His mother was an artist, sculptor, and micro- business owner of Grayce's Gift Shop in Patagonia, Arizona, until the age of 97. Dr. Arnold's mother's achievements, artistic talents, caring spirit, and humanitarian efforts were cited in the United States Congressional Records. Honorary citations from MDC and LULAC. Dr. Arnold has two sisters, Janie & Elaine. Dr. Arnold has been a resident of Arizona for over five decades and presently resides in Tucson, Patagonia, Arizona, and Old Baika, Ghana. Dr. Arnold is a single parent with three daughters and one stepson: Loree, Renato, (born in Lima, Peru) Chaska, 22 and Tika, 19. All four have attended and excelled in both traditional and public charter schools. Chaska is a graduate in psychology, Tika in Medical School both at University of Arizona. Dr. Arnold moved to Guadalajara, Mexico, with his family when he was four years old, and attended elementary school at Colegio Cervantes. He moved to Nogales, Arizona, after five years in Guadalajara, where he attended Lincoln School. His family then moved to Tucson's south side circa 1958, where he attended Wakefield Junior High and Pueblo High School. Subsequently, Dr. Arnold graduated from the University of Arizona with a Bachelor's Degree in Spanish and Sociology, two Master's Degrees in Administration and Education, (M. Ed) with a Ph.D. in the same fields. At age 12, because he spoke Spanish, he was invited by his church's bus ministry to go to the Bracero farmworker camps as an interpreter. At age 16, he drove his own church bus and established the migrant ministries in Santa Cruz Valley, Rillito, and Marana, Arizona. At age 18 he was ordained and pastored the First Southern Baptist Church in Catalina, Arizona. His teaching and coaching career was in private schools where he organized the Arizona Independent High School Athletic Association. His basketball, football, track, and baseball teams all won state championships in 1966.

In 1967, while working for the Head Start Program, Dr. Arnold wrote the first PPEP, Inc. grant proposal submitted to the Tucson War on Poverty Program (TCEO), initiated by the Presidents Kennedy/Johnson Administrations. The initial funding was for $19,000, from which he bought a 48 passenger 1957 Chevrolet school bus known as "La Tortuga" (the tortoise). Dr. Arnold was the driver, mechanic, and teacher, imparting practical educational teachings to help the Bracero farmworkers prepare to be productive in our society. Having lived in Mexico, he understood first-hand what it was to live and study in an unfamiliar society with a different language and culture.

From PPEP's humble beginnings aboard La Tortuga 50 years ago, Dr. Arnold, the PPEP Board of Directors, and dedicated staff have to "Improve the quality of life" of farmworkers and rural poor. Their work has been cited as national models 10 times in U.S. Congressional Records, including citations by U.S. Congressmen Udall, Kolbe, Pastor, Grijalva, Giffords, and Senators; DeConcini, McCain, Kyl, and Enzi of Wyoming. PPEP's programs have been honored twice at the White House among numerous other recognitions nationally and internationally; including the Ohtli Recognition. US Congressman Pastor wrote, "It is your vision and energy that transformed 'La Tortuga' into a major force for "Improving the quality of life in Arizona and the world." US Senator Mike Enzi wrote, "You may be the most innovative person I know. It's always fascinating to learn of your new and intriguing advances, plus being a voice for the migrant farmworker and their kids." Senator McCain stated "Ultimately much of our future depends on programs such as PPEP." Consult our website for details and historical data www.ppep.org.

Dr. Arnold served on the Tucson Metropolitan Education Council for ten years (1990 to 2000). He has been instrumental in establishing 11 farmworker, rural, and inner city PPEP TEC charter high schools, which have graduated 4,700 at- risk students with official high school diplomas. In 2003, PPEP partnered with K-12 Inc. and established the Arizona Virtual Academy. This is a K – 12 grade on-line instructional school with over 5,800 students (www.AZVA.org). In 2007, a partnership with Insight, which is affiliated with the University of Phoenix, has opened virtual charter high schools in California and Idaho, Insight High School (Arizona) in 2012. In 1985, Dr. Arnold organized one of the first formal micro business loan programs in the US with a model imported from Mexico. To date, this program has lent over 25 million dollars to micro-business located primarily in Southern Arizona, West Africa, and Mexico. Dr. Arnold has also served on the National Farmworker Advisory Council for the U.S. Department of Labor under three US Secretaries, providing consultation. He formed the Bi National Trade Council promoting import/export and expositions of microbusiness products which has been called the "Mini or Micro NAFTA." In 1990, a donation of $5,000 was made to FAI de Sonora to capitalize their rural micro loan fund, based in Ciudad Obregon, Sonora. There a farmworker Hall of Fame was named for his efforts. In 2007, he organized a major humanitarian relief effort among the Yaqui and Mayo tribes' victims of Mexico's Hurricane Henriette. This coupled with similar efforts in the Tabasco and Jimena Disasters. Most recently participated with Tucson Mexico Sister Cities' project. In 2008, LULAC created a National Humanitarian Award in

his name. Moreover, he negotiated 3.25 million in full ride scholarships benefitting 100 primarily Latino students with the University of Phoenix. Farmworkers continue to this day to receive scholarships via the PPEP Foundation he created in 2007.

Today, the legacy of the "La Tortuga" school bus lives on through over 500 employees in 35 field and job training offices statewide. Furthermore, PPEP Inc. was recognized as the 92nd largest employer in Southern Arizona in 2013. PPEP provides pass- through funds to farmworker grass roots self-help housing programs in the Rocky Mountain States and Hawaii Coalition he created in 1995. PPEP's largest program, which has a special place in Dr. Arnold's heart, provides services to the developmentally disabled. PPEP has established over 20 group homes, residential, and work sites across rural Arizona. The Arizona Star Editorial stated "Arnold is a wizard at stretching money from government and private sources to get the most out of them and aid the rural needy as well as give them dignity in their lives. "That is the best service money can buy." The Maui Connection was a term given to PPEP's migration of dozens Hispanic farmworkers to the Island of Maui to work the pineapple and cane fields in 1990's. Later came affordable housing, and a micro loan program, which now covers all the Hawaiian Islands. Noteworthy Projects include the telemedicine experiment, whereby, La Tortuga was used as the test site. PPEP conducted the first commercial harvests of Jojoba utilizing the labor of Native Americans and developmentally disabled. In 1999, at a White House ceremony PMHDC became the first Community Development Finance Institute (CDFI). The Rocky Mountain/Hawaii Self Help Housing Project (SHOP); whereby, PMHDC organized regional coalition that build over 600 self-help and multifamily rural houses.

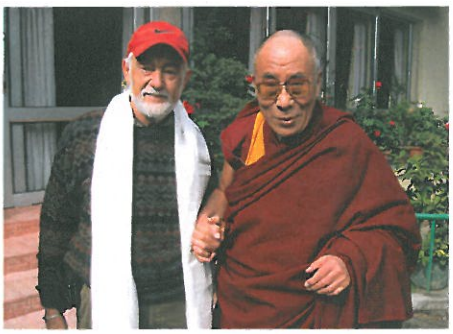
Over 1,500 farmworker adults have graduated from the HEP-GED program in Yuma County alone. The HUD funded Youth Build Program has served over 100's of drop outs with construction skills and jobs, building, and rehabilitating over 120 homes for farmworkers in San Luis and Somerton, Arizona and recently, expanded to Pima County. In the mid 1980's, PPEP, Inc. was the Navajo Nation's largest sub-contractor in job training, affordable housing, and computer training schools. In 2000, Dr. Arnold organized the Farmworker LULAC Council #1088, which was the nation's largest adult council. Furthermore, he organized dozens of LULAC Youth, LULAC KIDZ, and adult LULAC councils, mostly among Arizona and Hawaii farmworker and rural regions. In 2013, LULAC National President Margaret Moran re-appointed Dr. Arnold as both LULAC National Chair of Education and Chair of International Relations for a seventh term. In 2007, Dr. Arnold organized LULAC's first international council in Hermosillo, Mexico, later, followed by Africa. On the weekends, he is in Patagonia, Arizona, where he tends Grayce's Gift and Candle Shop as well as the Dia de Los Muertos Museum, which the Smithsonian Institute has recognized as the "First of its kind in North America." At PPEP, Inc. the old bus "La Tortuga" has been restored and placed in the Farmworker Hall of Fame, also recognized by the Smithsonian with visitors worldwide. Between 2010 and 2012, Dr. Arnold conducted seminars along with Dr. Gabriel Cousens on the natural cure of Diabetes/sustainable organic farming in Ghana, Nigeria, and Ethiopia, and in December 2013 in Cameroon. In Africa, he is a strong advocate for street children, illegal tree cutting issues, girls' education, and preservation of traditional music, dance, and culture, promotes a traditional music and film motion pictures. People call him Nana Bloti Omaboyo or Father Patriot as this was his stool name, given when he became installed as a chief among the Buem People. He is of the Atekwa Clan. Long time Rotarian serving in clubs in the United States and Africa; Club 9410 (Owerri, Nigeria).

Dr. Arnold is frequently interviewed on African National and Worldwide news as well as documentary programs. In 2005, he organized the Hurricanes Katrina/Rita Farmworker Relief partnership that included World Care, LULAC, and the Mississippi Delta Council, NBC News called "The largest non-governmental, interstate relief effort of its kind, ever." This relief effort was documented in five pages of the US Senate Congressional Record. Also in 2008, Dr. Arnold established Africa's first three micro credit/cooperative "Hybrid" loan funds in Nigeria and Ghana. www.ghanaoldbaika.org. In 2011, he established the West African Rural Empowerment Society that oversees social economic development, clean water, nutrition, schools, and cultural projects. These efforts were reported in the West African Daily Sun News: "Philanthropy with a Difference; How an American Touched the Lives of Millions." He met with His Holiness the Dalai Lama twice the second time at his residence in Dharamsala, India. He met with the President of Ethiopia 2011 as well as with Mexican President Vicente Fox. Also, in 2012, he established nutrition, micro credit, and sustainable farming projects in Cameroon and Ethiopia. In 2010, two ballads, one in English and one in Spanish, were composed and recorded about his life's pathway. In 2014, another two traditional songs and a ballad were recorded in Ghana. He also coined the motivacional sayings: Si Se Pudo y Si se Podrá! Omaboyo Lati – Lati "The Real Thing." His personal motto, "Never stop giving your very very best to enrich and empower the lives of others." Latest ventures are with the African Mexicans in Oaxaca, giving vegan farming /Moringa lectures and nutrition services. In 2016, he was invited to Liberia by VP Boakai to assist that County from its recovery from Ebola.

(For more details consult the Website at www.ppep.org photos and timelines)

Email address: jarnold@ppep.org

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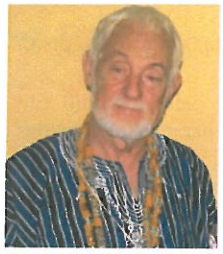
sit with His Holiness the Dalai Lama at His residence in Dharamsala, India



Dr. Arnold with President of Liberia Ellen Johnson Sirleaf



Dr. Arnold presented Ohtli Mexican Government Distinguished Service Recognition



Nana Bloti Omaboyo I



Dr. John David Arnold

John David Arnold, PH.D.

Jefe Ejecutivo y Fundador de Preparación Educativa Práctica y Portátil, Inc.

Premio "Hombre del Año Arizona" 2004, 2006

Premio Nacional de Cesar Chávez 2004

Director de LULAC – Relaciones Internacionales

Co-Director de LULAC – Nacional de Educación

Capellán de la Región de Estados Montañeros

Reconocimiento Humanitario de LULAC en nombre del Dr. John David Arnold – 2008

Elevado al Estado Real "Nana Bloti," Reinado: Baika-Buem, Ghana 2011

Decretado Moh Ntoh Príncipe de Bambui Fondom

Dr. John David Arnold nació en el estado de Pennsylvania. Su finado padre era un escritor e inventor, que escribió la primera guía turística de México para el triple AAA y para el Popular Mechanics Magazine en los años 50, cual fue reconocido por el Presidente de México Echevarría. Asimismo, su padre elaboro el primer autobús móvil patrocinado por la compañía Ford y también edito el manual del USAF Titán II de Misiles. Su madre era artista, escultora y dueña de un micro-empresa en Patagonia, Arizona hasta la edad de 97. Los esfuerzos humanitarios, talentos, y logros de ella han sido reconocidos por los Representantes Grijalva y Giffords en los archivos del Congreso de E.U.A. El Dr. Arnold tiene dos hermanas, Janie y Elaine. Dr. Arnold ha sido residente de Arizona por más de cinco décadas y reside actualmente en Patagonia y Tucson, Arizona, y Ghana. El Dr. Arnold es padre de tres hijas y un hijastro, Renato (nacido en Lima, Perú), Loree, Chaska y Tika. Los cuales han atendido y han sobresalido en las escuelas públicas alternativas (charter schools). Su hija Chaska es graduada de la Universidad de Arizona y su hija Tika asiste la misma universidad en el colegio de medicina. Dr. Arnold vivió en Guadalajara, México con su familia cuando él tenía 5 años de edad, y atendió la primaria en el Colegio Cervantes. Posteriormente él se trasladó a Nogales, Arizona después de vivir por seis años en Guadalajara. Después su familia se trasladó al sur de Tucson en el año 1958 donde él fue a la primaria en la escuela Wakefield y al preparatorio Pueblo High School. Subsecuentemente el Dr. Arnold se graduó de la Universidad de Arizona, con una licenciatura en español y sociología, dos Maestrías en administración y en educación y con un Doctorado (PH.D) en el mismo campo. Él empezó a ir a los campos agrícolas, con grupos afro-americanos y los Braceros agricultores emigrantes en un autobús de la iglesia a la edad de 12 años porque él hablaba español. A la edad de 16 años él condujo su propio autobús de la iglesia y estableció el Ministerio para emigrantes en Marana, Arizona. Después se ordenó como Pastor teniendo a su cargo la First Southern Baptist Church en Catalina, Arizona.

Él ha desempeñado su carrera de sociología rural y de entrenador en las escuelas privadas donde organizo la Asociación Arizona Independent High School, los equipos entrenados por el (baloncesto, fútbol, baseball, y pista de atletismo) dominaron el campeonato estatal del 1966. Más adelante, mientras que trabajaba para el Head Start Program, Dr. Arnold escribió la primera propuesta para PPEP, Inc. dentro del programa Tucson War on Poverty Program, que fue iniciado por los presidentes Kennedy y Johnson. Los Fondos de la Propuesta fueron de $19,000 con los cuales él compró un autobús Chevrolet Modelo 1957 de 48 pasajeros, conocido como "La Tortuga." Dr. Arnold fue el conductor, el mecánico y el profesor de la escuela que impartía enseñanzas educativas prácticas para ayudar a los trabajadores agrícolas/braceros a prepararse para sobrevivir en nuestra sociedad. La experiencia de haber vivido en México, él entendió de inmediato que significaba vivir en otra sociedad con diferente idioma y cultura.

Desde los inicios humildes de PPEP a bordo de la Tortuga hace 47 años, el Dr. Arnold y su Mesa Directiva y equipo de trabajo se han enfocado en realizar los sueños y mejorar la calidad de la vida de los trabajadores agricultores o Braceros, Nativo-Americanos y los Afro-Americanos como los que hace 47 años fueron parte de la educación en el camión "La Tortuga." Su trabajo se ha citado como modelo nacional diez veces en los expedientes del congreso Federal (U.S. Congressional Records), incluyendo menciones especiales de los miembros del Congreso Federal como Morris K. Udall, Jim Kolbe, Ed Pastor, Raul Grijalva y senadores como Dennis De Concini, Mike Enzi, John McCain y Jon Kyl.

Dr. Arnold ha sido honrado dos veces en la Casa Blanca, entre otros numerosos reconocimientos tanto Nacionales como Internacionales. El Congresista de EUA, Ed Pastor escribió, "Es su visión y la energía que transformo 'La Tortuga' en un gran esfuerzo para mejorar la calidad de vida rural en Arizona y en todo el mundo." Senador, Mike Enzi escribió, "tú eres la persona más Motivadora que he conocido. Es fascinante conocer tus nuevos e interesantes avances y más escuchar que eres una fuerte voz para los Trabajadores Agrícolas migratorios y sus familias.

Dr. Arnold ha servido en el Tucson Metropolitan Concilio de Educación por 10 años (1990 a 2000). Él ha sido el instrumental en establecer 11 escuelas alternativas conocidas como PPEP TEC (escuelas segundaria charter) para los trabajadores agrícolas, rurales y zonas urbanas de Arizona, que han graduado más de 3500 estudiantes en riesgo con un diploma oficial de Segundaria. En el año 2003, PPEP organizó la Academia Virtual de Arizona, un programa educacional del kínder al grado 12th con más de 6000 estudiantes (vea la página de Internet www.AZVA.org). En el 2007 se estableció un convenio con Insight y la Universidad of Phoenix donde se propuso iniciar dos preparatorias virtuales una localizada en California y la otra en Idaho. En 2012 inicio Insight Segundaria, Arizona.

En 1985, Dr. Arnold organizo uno de los primeros programas de la Microempresa en EUA, con modelo proveniente de México, que hasta ahora ha prestado más de 23 millones de dólares a los microempresarios principalmente en la región fronteriza de los EUA y México. Noventa % de los que han solicitado préstamos son descendentes mexicanos. Dr. Arnold ha sido responsable en organizar un programa similar de préstamos a la Microempresa de los estados de Hawái y Sonora. Dr. Arnold también ha estado en el Nacional Farmworker Advisory Council para el U.S. Departamento of Labor dando consultarías. Recientemente, él ha estado muy activo con el Gobierno Mexicano y en particular con el Instituto de los Mexicanos en el Exterior como representante de LULAC Nacional. Él apoya a la Asociación Tucson México Trade Association (Ciudades Hermanas) En el 1990, el otorgo una donación de $5000 a la organización FAI de Sonora para establecer un programa rural para microempresas que hoy es reconocido como uno de los programas más lucrativos en México. Las oficinas de FAI Sonora están localizadas en Cd. Obregón, Sonora, en estas oficinas se encuentra el salón de fama que lleva el nombre del Dr. John David Arnold. En el año 2007, organizo el esfuerzo humanitario en la región indígena del sur de Sonora al igual en los esfuerzos humanitarios en Tabasco y el Huracán Jimena. Reciente, el participa en los proyecto con

la organizacion conocida como Tucson México Sisters Cities; al igual en 2008 el reconocimiento *John David Arnold Humanitarian Award* otorgado por LULAC, fue establecido en honor del Dr. Arnold.

La herencia del autobús "La Tortuga" vive a través de los 500 empleados en 35 oficinas de campo y entrenamiento para el trabajo a lo largo y ancho del estado. En el 2013, PPEP Inc. es conocido como el 92nd empleador en el Sur de Arizona. PPEP recibe fondos para los trabajadores agrícolas en ayuda de asistencia a la vivienda en el área de Rocky Mountain Status y Hawái. El programa más grande de PPEP que tiene un lugar especial en el corazón del Dr. Arnold está con los deshabilitados y discapacitados. PPEP ha establecido 18 casa/hogares para los mismos. En el periódico *Arizona Daily Star* un editorial dijo que el "Dr. Arnold es un mago para estirar el dinero del gobierno y fuentes privadas para obtener lo mejor de estos fondos y poder ayudar a la comunidad rural necesitadas así como llevarles dignidad a sus vidas." En 1990, la conexión de Maui fue el término que se le dio al grupo de migrantes de PPEP a la docena de hispanos y sus familias que residen en la isla de Maui donde la fuente de trabajo es la pesca de piña y en los campos de caña. Más tarde se estableció el programa de micro préstamos, que hoy cubre todas las islas al igual del programa de vivienda manual en Hanna.

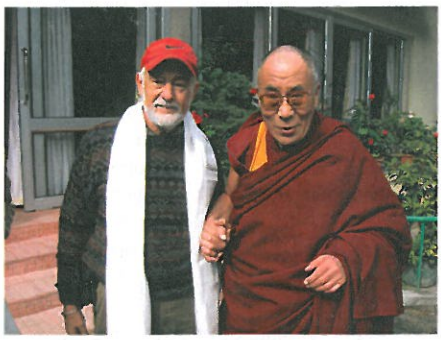
Dr. Arnold ha servido como Jefe Ejecutivo (CEO) de PPEP Inc. y afiliados desde Agosto de 1967. El Departamento of Educación Nacional concedió a PPEP el programa de equivalencia de la segundaria (HEP), bajo un contrato de diez años para asistir a los agricultores emigrantes adultos para obtener su certificado de GED. Hasta la fecha, más de 1,000 trabajadores agrícolas y padres se han graduado del el programa de HEP en el condado de Yuma solamente. El programa financiado HUD de Youth Build ha servido 158 participantes con las prácticas y los trabajos de la construcción que construían otros hogares en Somerton, Arizona del agricultor (120 casas rehabilitadas y 30 construidas). El periódico Tucson Citizen comento "el Dr. Arnold es un genio al estirar el dinero gobernad y de fondos privados para sacar lo mas de ellos, y ayudar a los necesitados a lo que el dinero pueda comprar."

Dr. Arnold ha organizado un concilio de agricultores LULAC # 1088, el concilio más grande de adultos de la nación. En el pasado el Dr. Arnold organizó 11 concilios de la juventud LULAC, 1 LULAC KIDZ y varios concilios de adultos LULAC, sobre todo entre el agricultor de Arizona y regiones rurales. En el año 2007, el Dr. Arnold estableció el primer concilio de LULAC en Hermosillo, Sonora, México. En 2013 fue re nombrado por Margaret Moran séptima vez (2007-2014) como la Co-silla del Comité LULAC Nacional de Educación y Director del Comité de LULAC Relaciones Internacionales (2007-2013). En la convención estatal de Arizona de LULAC el Dr. John Arnold fue nombrado Hombre del año 2004, 2006 para LULAC. Después en este año, al Dr. Arnold se le otorgo con el prestigioso premio Cesar Chávez por su liderazgo y servicio en la comunidad durante la convención nacional de LULAC. En 2005, fue designó al Dr. John David Arnold Capellán de la Región de Estado Montañeros. En el 2008 se creó el reconocimiento Humanitario de LULAC en nombre del Dr. John David Arnold que se otorgara anualmente durante la conferencia nacional. El Dr. Arnold durante los fines de semana dirige el Grayce's Gift & Candle Shop, localizado en Patagonia, Arizona, www.grayces.com así mismo el Museo del Día de Los Muertos, cual fue reconocido por el Instituto Smithsonian como "El único establecido en Norte America.". En las oficinas de PPEP, se mantiene el camión "La Tortuga" cual fue restaurado y exhibido en el Farmworker Hall of Fame, (Salón de Fama Campesino) cual también está dominado como uno de los distinguidos en el Instituto Smithsonian con visitantes mundiales. Durante los años 2010, 2011, y 2012, el Dr. Arnold tuvo la oportunidad de exponer sesiones educativas con Dr. Gabriel Cousens acerca de la curación natural del Diabetes y la sustancia orgánica agrícola en Ghana, Nigeria, Camerún, y Etiopia. En 2005, Dr. Arnold organizo en sociedad con otras entidades la relevación del huracán Katrina que las noticias EUA NBC y Telemundo llamaron "el esfuerzo más grande de rescate sin fondos gubernamentales." Otro de los logros del Dr. Arnold fue cumplido en el 2008, donde el Dr. Arnold creó el primer programa microempresario "Híbrido" en Nigeria y Ghana, África WWW.GHANAOLDBAIKA.ORG. En el 2011 estableció el proyecto West African Rural Empowerment Society, (Sociedad Africano) cual se enfoca en establecer desarrollo económico, nutrición, y proyectos culturales WWW.AFRICAWARESDONATE.ORG. Estos esfuerzos fueron publicados en las noticias diarias del periódico "El Sol del África del Oeste; "Filantropía que marca una diferencia; Cómo un estadounidense toca las vidas de millones."

En Enero de 2009, visito a su Santidad el Dalai Lama en su residencia en Dharamsala, la India. Al igual en el 2011 tuvo la oportunidad de visitar al Presidente de Etiopia. Así mismo en el 2012, estableció el programa de nutrición, micro crédito, e agrícola en Cameroon e Etiopia. En el 2010, dos baladas una en Ingles y una en español fueron compuestas en honor del Dr. Arnold donde se habla de la leyenda de PPEP. Recalcando los refranes de motivación: La iniciativa mas nueva es; La escuela Afro Mexicana COBAO Oaxaca. Si Se Pudo y Si se Podrá!

(Consulte el Website en www.ppep.org)

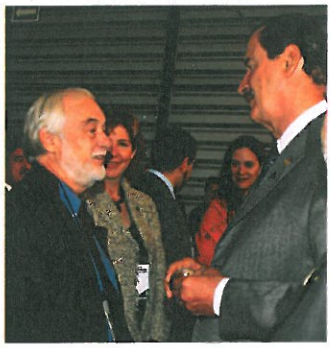
jarnold@ppep.org



Visita con su Santidad el Dalai Lama en su residencia en Dharamsala, la India



Programa Nutricion Estudiantial Cabao



El Dr. Arnold con el Dr. Gabriel Cousens en el Centro Reino de Los Niños - Orfanatorio

"Nyansapo" "Lazo de sabiduría"

7/12/17

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **9.**

Meeting Date: 09/13/2017

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

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

Action Requested: Motion

ITEM:

EXECUTIVE SESSION

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) on any and all matters regarding discussion or consultation for legal advice with the City Attorney or City's Attorneys about the possible display of the United States' national motto. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

At the Work Session on September 6, 2017, City Council directed staff to schedule an executive session for legal advice as to the legalities involved in displaying the United States' national motto "In God We Trust.".

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03(A)(3).

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

Fiscal impact is not applicable to this agenda item. Under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.
