



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, December 27, 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, 27 de Diciembre 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 que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
December 27, 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. 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.

4. A. MINUTES OF

- Special Council meeting held September 20, 2017
- Work Session held September 20, 2017
- Regular Council meeting held September 27, 2017
- Work Session held October 4, 2017
- Regular Council meeting held October 11, 2017

4. B. DISBURSEMENTS FROM DECEMBER 1, 2017 THROUGH DECEMBER 15, 2017

Total Disbursements \$754,917.73

(Seven Hundred Fifty-Four Thousand, Nine Hundred Seventeen Dollars and Seventy-Three Cents)

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the approval of gym service agreements for the continuation of the employee gym membership benefit. **(Olivia Jenkins, Director of Human Resources and Wellness Committee Representative)**

5. B. Discussion and possible action on any and all matters regarding a request for the creation of city employee position of Court Interpreter. **(Kristin McManus, City Magistrate)**

- 5. C. Discussion and possible action on any and all matters regarding ratification of payment for Emergency Medical Services (EMS) training and to waive procurement procedures. **(Hank Green, Fire Chief)**

- 5. D. Discussion and possible action on any and all matters regarding Resolution No. 2020. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the city of San Luis to become a member of the Yuma Regional Communications System. **(Hank Green, Fire Chief and Richard Jessup, Acting Chief of Police)**

- 5. E. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 373. An ordinance of the Mayor and City Council of the City of San Luis, Arizona changing the San Luis City Code by deleting Section 30.076 on prohibiting same-day passage of ordinances, by amending sections 30.77 and 30.78 to allow for one reading and same day passage of ordinances; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**
 - A. Approval of Second Reading of Ordinance No. 373 by title only
(City Clerk to read ordinance by title only)
 - B. Approval and adoption of Ordinance No. 373

- 5. F. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 374. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending Section 30.075 of the San Luis City Code by requiring prior approval of suggested orders and Section 30.078 providing that orders are effective immediately upon passage; repealing any conflicting provisions; providing severability. **(Kay Marion Macuil, City Attorney)**
 - A. Approval of Second Reading of Ordinance No. 374 by title only
(City Clerk to read the Ordinance by title only)
 - B. Approval and adoption of Ordinance No. 374

6. **BOARD OF ADJUSTMENT
MOTION TO ADJOURN AS CITY COUNCIL AND CONVENE AS BOARD OF
ADJUSTMENT**

- 6. A. Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2017-0722. A request by Juan Luna, owner, for a Variance to build a 6 foot wall on the property line instead of the 3 feet 6 inches required. The property is located at 1271 N. Ruiz Avenue, San Luis, Arizona. **(Jose A. Guzman, Acting Director of Planning and Zoning)**
 - A. Open public hearing
 - 1. Presentation by staff and/or applicant
 - 2. Call to the Public on this item
 - B. Close public hearing
 - C. Action on Variance Case No. 2017-0722

7. **MOTION TO ADJOURN AS BOARD OF ADJUSTMENT AND RE-CONVENE AS CITY
COUNCIL**

8. **SUMMARY OF CURRENT EVENTS**

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

9. 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.

10. EXECUTIVE SESSION

MOTION TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§38-431.03(A)(1), 38-431.03(A)(3), 38-431.03(A)(4) and 38-431(A)(5)

Discussion and possible action to hold an Executive Session pursuant to the authority of A.R.S. §§38-431.03(A)(1), 38-431.03(A)(3), 38-431.03(A)(4) and 38-431(A)(5) regarding an employee salary survey, possible implementation, and impacts on existing employee contracts and benefits. **(Kay Marion Macuil, City Attorney)**

11. MOTION TO GO BACK INTO REGULAR SESSION

12. ADJOURNMENT



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4.A.

Meeting Date: 12/27/2017

Summary

MINUTES OF

- Special Council meeting held September 20, 2017
 - Work Session held September 20, 2017
 - Regular Council meeting held September 27, 2017
 - Work Session held October 4, 2017
 - Regular Council meeting held October 11, 2017
-

Attachments

SCM 9/20/2017
WS 9/20/2017
RCM 9/27/2017
WS 10/4/2017
RCM 10/11/2017

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
September 20, 2017
6:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 6:02 p.m.

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

ABSENT: Council Member Mario Buchanan Jr.

OTHERS PRESENT: Tadeo De La Hoya, City Manager
Sonia Cornelio, City Clerk
Eulogio Vera, Director of Public Works
Jenny Torres, Director of Economic Development
Jorge Mungaray, I.T. Technician
Yolanda Dueñas, Facilities Supervisor
Francisca Guzman, Translator

2. DISCUSSION AND POSSIBLE ACTION ITEM:

EXECUTIVE SESSION

MOTION: Council Member Matias Rosales/Council Member Africa Luna-Carrasco to go into Executive Session at approximately 6:03 p.m. Motion passed unanimously.

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3) and 38-431.03(A)(4) on any and all matters relating to the City's litigation with Arizona Public Service (APS) and related contracts for discussion or consultation for legal advice with the City Attorney or the City's Attorneys and in order to consider the City's position and instruct its Attorneys regarding the

City's position. (Glenn J. Gimbut, Assistant City Attorney and Outside Counsel Pat Irvine)

3. MOTION TO GO BACK INTO SPECIAL SESSION

MOTION: Council Member Gloria Torres/Council Member Ruben Walshe to go back into Special Session at approximately 6:31 p.m. Motion passed unanimously.

3. A. Discussion and possible action on any and all matters regarding the matter of the appeal of APS vs. City of San Luis in the Arizona Tax Case. (Glenn J. Gimbut, Assistant City Attorney)

Mr. Glenn Gimbut, Assistant City Attorney, stated that action would be needed if they decide that they want to go forward. He added that as the decision is not to move forward no action is needed. Mr. Gimbut clarified that silent means no action.

4. ADJOURNMENT

MOTION: Council Member Matias Rosales/Mayor Gerardo Sanchez to adjourn the Special Meeting at approximately 6:32 p.m. Motion passed unanimously.

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
September 20, 2017
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Work Session to order at approximately 6:33 p.m.

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

ABSENT: Council Member Mario Buchan Jr.

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Angel Ramirez, Assistant Fire Chief
Carlos Cortes, Assistant Director of Finance
Derek Dueñas, IT Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Administrative Coordinator
Glenn Gimbut, Assistant City Attorney
Hank Green, Fire Chief
Jenny Torres, Economic Development Manager
Jonathan Dumadag, IT Department
Jorge Perez, Billing & Collections Manager
Jose Guzman, Acting Director of Planning and Zoning
Jesus Meza, Acting Director of Parks and Recreation
Manuel Rojas, Acting Director of Public Works
Niguel Reynoso, Police Department
Ric Bauerman, Fire Department
Yolanda Dueñas, Facilities Manager
Francisca Guzman, Translator

2. AGENDA ITEMS:

2. A. Discussion and possible directions to staff on any and all matters regarding authorization to purchase a new Chevrolet Colorado for the Parks and Recreation Department Facilities Division. (Yolanda Dueñas, Facilities Supervisor)

Mrs. Yolanda Dueñas, Facilities Manager, asked for approval for the purchase of a Chevrolet Colorado for the Parks and Recreation, Facilities Division. This vehicle will be replacing a 1996 S10 truck. Two quotes were obtained, one from Midway Chevrolet in the amount of \$26,319.30 and the other quote from Fisher Chevrolet in the amount of \$25,043.17. She stated that staff is also seeking approval from Council to waive the purchasing code.

2. B. Discussion and possible directions to staff on any and all matters regarding changing/updating the current 1st Bank Yuma authorized signatures. (Carlos Cortes, Assistant Director of Finance)

Mr. Carlos Cortes, Assistant Finance Director, stated that 1st Bank Yuma requires Council's approval to add or remove signers on the City's bank accounts. He added that for internal control it is recommended to have the Mayor, Vice-Mayor, a Council Member and the City Manager as authorized signers. Mr. Cortes stated that staff is recommending removing Council Member Matias Rosales (previous Vice-Mayor) and Mr. Ralph Velez, previous City Manager and be replaced by Vice-Mayor Maria Cecilia Ramos and Mr. Tadeo A. De La Hoya, City Manager.

2. C. Discussion and possible directions to staff on any and all matters regarding Rezoning Case No. 2017-0546. A request by Riedel Holdings LLC, on behalf of Border Ranches LLC, owner, to rezone approximately 33 acres from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6). The property is located on the northwest corner of County 24th Street and 20th Avenue in San Luis, Arizona. (Jose A. Guzman, Acting Director of Planning & Zoning)

Mr. Jose A. Guzman, Acting Director of Planning and Zoning, informed that this is a request to rezone approximately 33 acres from Medium Density Residential (R-2) to Medium Density Residential (R1-6). The purpose for this rezoning is to allow the construction of a residential subdivision to be named Santa Cecilia 2; this subdivision will consist of 167 lots and one tract for storm water detention. He added that this item was presented to the Planning and Zoning Commission, which they recommended approval for. Staff is also recommending approval on this request.

2. D. Discussion and possible directions to staff on any and all matters regarding Text Amendment Case No. 2017-0457. A request by the City of San Luis for a text amendment to the San Luis City Code, Chapter 152 Zoning Regulations, by adding the definition and regulations regarding personal dog kennels. (Jose A. Guzman, Acting Director of Planning & Zoning)

Mr. Jose A. Guzman, Acting Director of Planning & Zoning, informed that the city was experiencing an over population of dogs. On October 12, 2016, City Council adopted Ordinance No. 358 to amend the San Luis City Code by adding a section relating to Personal Dog Kennels. However, in order to have consistency throughout the zoning code the zoning regulations need to be amended, this text amendment will create the consistency by adding the definition and regulations for Personal Dog Kennels as adopted by the ordinance.

Council Member Africa Luna-Carrasco asked what the maximum allowed that will require a permit from the city.

Mr. Guzman replied that a permit will not be required if you have six (6) dogs, but if you have seven (7) or more dogs a resident will be required to obtain a permit. This permit will only allow up to 12 dogs.

3. DISCUSSION ITEM:

3. A. Discussion and possible directions to staff on any and all matters regarding the disposal of obsolete Self-Contained Breathing Apparatus (SCBA) parts, testing and certification equipment. (Hank Green, Fire Chief)

Mr. Hank Green, Fire Chief, informed that in 2013, the San Luis Fire Department (SLFD) was the recipient of a FEMA Assistance to Firefighter Grant. In addition, SLFD received 34 sets of personal protective equipment, 22 self-contained breathing apparatus (SCBA) and 12 additional masks. The breathing apparatus that the department currently has is a different brand than what SLFD has previously used. Also, the department had trained and maintained factory certifications for two technicians who performed repairs, annual regulator flow, and masks fit tests. SLFD still has the SCBA parts and testing equipment. FDC Rescue Products is interested in acquiring the old testing equipment and parts and is willing to provide a \$3,000.00 in store credit for this equipment. He stated that SLFD believes that this transaction is a fair offer and beneficial to all parties concerned. He added that staff is requesting authorization to dispose of this equipment, in exchange for an "in-store credit" in the amount of \$3,000.00. Furthermore, Mr. Green stated that putting this equipment through a surplus property sale may resent some vicarious liability.

4. ADJOURNMENT

MOTION: Council Member Matias Rosales/Council Member Ruben Walshe to adjourn the Work Session at approximately 6:56 p.m. Motion passed unanimously.

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
September 27, 2017
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

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

ABSENT: Council Member Africa Luna-Carrasco

OTHERS PRESENT: Tadeo De La Hoya, City Manager
Sonia Cornelio, City Clerk
Alfredo Leon, Custodian
Aurora Leon, Chief Court Clerk
Carlos Cortes, Assistant Finance Director
Chris Hagen, Management Analyst
Derek Dueñas, I.T. Manager
Edgar Juarez, Recreation Coordinator
Eulogio Vera, Director of Public Works
Francia Alonso, Administrative Coordinator
Gerardo Zaragoza, Police Department
Hank Green, Fire Chief
Janet Taylor, Legal Secretary
Jenny Torres, Director of Economic Development
Jorge Mungaray, I.T. Technician
Jorge Perez, Billing & Collections Manager
Jesus Meza, Assistant Parks & Recreation Director
Kay Macuil, City Attorney
Lizandro Galaviz, Parks & Recreation Director
Manuel Rojas, Assistant Public Works Director
Marco Santana, Police Department

Olivia Jenkins, Director of Human Resources
Omar Velazquez,
Osvaldo Rodriguez, Custodian
Ralph Velez, City Consultant
Richard Jessup, Acting Chief of Police
Ric Bauermann, Fire Department
Yolanda Dueñas, Facilities Supervisor
Andrea Catania, Resident
Diane Umphress, Amberly's Place
Eduardo Garcia, Factor Sales
John Starkey, Resident

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION

The Invocation was led by Mr. Hank Green, Fire Chief.

4. PROCLAMATION / PRESENTATIONS

4. A. Proclamation - National Custodian Workers Recognition Day October 2, 2017.

Ms. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez thanked the facilities department for their hard work adding that what they do makes a difference.

4. B. Presentation regarding the progress report from Yuma Community Food Bank. (Shara Merten, President & CEO)

Ms. Shara Merten, President and CEO of Yuma Community Food Bank, provided a PowerPoint presentation on the progress they are making in the city and thanked the City of San Luis for their support.

4. C. Presentation of retirement plaque to Ms. Andrea Catania for her 26 years of service to the City of San Luis. (Olivia Jenkins, HR Director; Tadeo A. De La Hoya, City Manager)

Ms. Olivia Jenkins, Human Resources Director, stated that Ms. Andrea Catania had served the City for twenty-six (26) years in several capacities.

Mayor Gerardo Sanchez presented Andrea Catania with a retirement plaque. Mayor Gerardo Sanchez thanked Ms. Catania for being part of the City of San Luis.

Ms. Andrea Catania commented on the most remarkable moment in working with the City of San Luis.

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

Sargent Marco Santa and Janet Taylor, ERAP Committee Chairs presented and recognized the 2017 Second Quarter Awardees.

Mayor Gerardo Sanchez stated that it is important to recognize the employees as they are the ones that are making a day to day impact. Mayor Gerardo Sanchez staff for making a difference and being a part of the City of San Luis.

5. CONSENT AGENDA

5. A. MINUTES OF

-June 14, 2017 Regular City Council meeting

5. B. DISBURSEMENTS FROM SEPTEMBER 1, 2017 THROUGH SEPTEMBER 15, 2017

Total Disbursements \$695,725.53

(Six Hundred Ninety-Five Thousand, Seven Hundred Twenty-Five Dollars and Fifty-Three Cents)

5. C. Discussion and possible action on any an all matters regarding the change/update of the current 1st Bank Yuma authorized signatures. (Carlos Cortes, Assistant Director of Finance)

5. D. Discussion and possible action on any and all matters regarding authorization to purchase a new Chevrolet Colorado for the Parks and Recreation Department Facilities Division. (Yolanda Dueñas, Facilities Supervisor)

5. E. Discussion and possible action on any and all matters regarding the disposal of obsolete Self-Contained Breathing Apparatus (SCBA) parts, testing and certification equipment. (Hank Green, Fire Chief)

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to approve the consent agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2017-0339 and First Reading of Ordinance No. 367. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations Section 152.262, Administration of Sign Regulations, Subsection 152.262(F) Variances to allow the use of conditional use permits in addition to variances to allow relief from design standards; repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Acting Director of Planning and Zoning)

A. Open Public Hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to open public hearing. Motion passed unanimously.

1. Presentation by staff

Mr. Jose Guzman, Acting Director of Planning and Zoning, stated that the ordinance is to amend the sign regulation so that signs can extend above the roof line. Mr. Guzman added that this amendment would allow these types of signs through a conditional use permit.

2. Call to the public on this item

There were no comments from the public.

B. Close Public Hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to close public hearing. Motion passed unanimously.

**C. Action on First Reading of Ordinance No. 367 by title only.
(City Clerk will read Ordinance by title only).**

MOTION: Council Member Mario Buchanan Jr./Council Member Maria Cecilia Ramos to approve first reading of Ordinance No. 367 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 367 by title only.

6. B. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2017-0457 and First Reading of Ordinance No. 368. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations, by adding the definition and regulations regarding personal dog kennel. (Jose A. Guzman, Acting Director of Planning and Zoning)

A. Open Public Hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres to open Public Hearing. Motion passed unanimously.

1. Presentation by staff

Mr. Jose Guzman, Acting Director of Planning and Zoning, stated that in October 2016 City Council adopted Ordinance No. 358 that established personal dog kennels. Mr. Guzman added that to create consistency throughout the city the Zoning Regulations need to be amended.

2. Call to the public on this item

There were no comments from the public.

B. Close Public Hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to close Public Hearing. Motion passed unanimously.

**C. Action on First Reading of Ordinance No. 368 by title only.
(City Clerk will read Ordinance by title only)**

MOTION: Council Member Gloria Torres/Vice Mayor Maria Cecilia Ramos to approve the First Reading of Ordinance No. 368 by the title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 368 by title only.

6. C. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2017-0546 and First Reading of Ordinance No. 369. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of approximately 33 acres of real property located on the northwest corner of County 24th Street and 20th Avenue from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6); repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Acting Director of Planning and Zoning)

A. Open Public Hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to open Public Hearing. Motion passed unanimously.

1. Staff presentation

Mr. Jose Guzman, Acting Director of Planning and Zoning, stated that the purpose of the rezoning is to allow construction of Santa Cecilia II that would consist of 167 lots.

2. Call to the Public on this item

Vice Mayor Maria Cecilia Ramos asked what the size of the lots was.

Mr. Jose Guzman replied that the minimum size of the lots is 6,000 feet.

Council Member Matias Rosales express that the City needs to work on exits for this subdivision.

B. Close Public Hearing

MOTION: Council Member Matias Rosales/Council Member Ruben Walshe to close public hearing. Motion passed unanimously.

C. Action on First Reading of Ordinance No. 369 by title only.

(City Clerk will read Ordinance by title only).

MOTION: Council Member Matias Rosales/Council Member Mario Buchanan Jr. to approve the First Reading of Ordinance No. 369 by title only.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 369 by title only.

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that Baseball Fiesta would be on September 29th and stated that a promotional video would be posted. Mayor Gerardo Sanchez added that the community is involved invited to attend.

Vice Mayor Maria Cecilia Ramos reported that she and Council Member Matias Rosales attended the 2nd Annual David Lara Boxing Classics and stated that she was able to present the award to the only female match. She also reported that she attended the Safety Event on Monday and stated the switch could have thrown people off.

8. CALL TO THE PUBLIC

Mr. John Starkey, 1197 Liberty St San Luis AZ, commented on the retirement of Andrea Catania. He stated that when he started working for the City of San Luis, she was in charge of Finance, Human Resources, and the new retirement program. He added that Ms. Catania had been a part of several large city projects.

Ms. Diane Umphress, Amberly's Place, informed Mayor, City Council and members of the public present that October is Domestic Violence Awareness Month. She added that she is proud that City Hall will be lit up purple for the first fifteen (15) days of October and will be taking a stand against domestic violence.

Mr. Manuel Rojas, 1655 N. Iran Street San Luis AZ and Off Road Expo Administrator, stated thanked Mayor and City Council for being a title sponsor and supporting the event. Ms. Rojas provided details on the Off-Road Expo that will be held on October 21, 2017.

Mayor Gerardo Sanchez thanked Mr. Rojas and commented that the BMX show and the DYNO show were both successful the previous year and are expecting a great outcome this year.

Council Member Matias Rosales commented that during the next Off-Road Expo there should be an event for children at the RC track being remodeled at PPEP Park.

Mr. Rojas commented that he is aware of an active league in the City of San Luis and will be looking into it during the next year and also notified City Council that an international racing event would be coming down next year for the Off-Road Expo.

Vice Mayor Maria Cecilia Ramos commemorated Mr. Rojas and the Off-Road Expo team for their hard work.

9. ADJOURNMENT

MOTION: Council Member Matias Rosales/Council Member Ruben Walshe to adjourn the Regular Council Meeting at approximately 7:51 p.m. Motion passed unanimously.

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
October 4, 2017
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Work Session to order at approximately 6:33 p.m.

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

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Melissa Lopez, Deputy City Clerk
Kay Marion Macuil, City Attorney
Carlos Cortes, Assistant Finance Director
Derek Dueñas, IT Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Administrative Coordinator
Hank Green, Fire Chief
Jorge Mungaray, IT Department
Jorge Perez, Billing & Collections Manager
Jesus Meza, Assistant Director of Parks & Recreation
Manuel Rojas, Assistant Director of Public Works
Olivia Jenkins, Director of Human Resources
Richard Jessup, Acting Chief of Police

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and possible directions to staff on any and all matters regarding the approval of Layne Christensen Company proposal. (Manuel Rojas, Assistant Director of Public Works)

Mr. Manuel Rojas, Assistant Director of Public Works, informed that this item is to request authorization to do some repairs to Well Site #4 and Well Site #6 and for vessels at Well Site #3. He stated that after review and due to proprietary information it would be more economical for the city to contract with Layne Christensen Company. Staff recommends approval of this item.

2. B. Discussion and possible directions to staff on any and all matters regarding a modification to the design contract with Core Engineering Group, LLC. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, informed that in 2016 the city started with the 1st Avenue, 4th Avenue and Juan Sanchez Boulevard Intersection Improvement Projects. The city contracted with Core Engineering Group, LLC, due to budgetary limitation this project was divided into two (2) phases. Phase 1 was completed in early 2017. Furthermore, he added that for Phase 2 of the project staff would be expanding the scope of the project to add improvement on Union Street and 4th Avenue Intersection as well as widening on 4th Avenue, south of Juan Sanchez Boulevard. As part of this project, staff recommended a replacement of a section of waterline in the proposed new intersection. The contract modification is in the amount of \$35,279.00.

2. C. Discussion and possible directions to staff on any and all matters regarding an amendment to an existing Intergovernmental Agreement between the City of San Luis and Yuma County for roadway maintenance. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, informed that staff is requesting approval to amend the existing Intergovernmental Agreement that will allow them to do more roadway maintenance for the city. This amendment will increase the amount to \$250,000.00. This project will include, Main Street, Avenue B (north of prison) from SR195 and some internal streets within the city. Furthermore, Mr. Vera informed that Yuma County would like to start this project right away, but the meeting to approve this contract is not until the following Wednesday.

Ms. Kay Marion Macuil, City Attorney, stated that it would be fine if Council gives directions to proceed with the project and the motion on this item can be ratified.

Mayor Gerardo Sanchez asked Mr. Vera to proceed with this project.

2. D. Discussion and possible directions to staff on any and all matters regarding appointing the Infrastructure Improvements Advisory Committee for the City of San Luis. (Kay Marion Macuil, City Attorney)

Ms. Kay Marion Macuil, City Attorney, informed that this committee is tied to impact fees. The committee's tasks are included in the agenda item review form. She stated that this committee needs a minimum of five (5) members, members shall not be employees or officials of the city and members do not have to be residents of the city. She added that there must be one (1) representative of homebuilders; two (2) representatives from the Real Estate, Builder, Development or a combination of the mentioned; and two (2) representatives may be of any combination.

Mayor Gerardo Sanchez stated he likes the combination of Gary Black, Guillermina Fuentes, Agustin Tumbaga, James Davey and Shelley Ostrowski.

Ms. Marion Macuil stated that this item would be presented during the next scheduled Council meeting and Council would have to appoint members to this committee.

Ms. Marion Macuil presented each Council Member with names of qualified candidates that have expressed interest in serving Homebuilders: Gary Black, Guillermina Fuentes, Agustin Tumbaga; Realtors: Jerry LoCoco and Shelley Ostrowski; Engineer: James Davey; and Banker: Georgina Gonzalez.

2. E. Discussion and possible directions to staff on any and all matters regarding Resolution No. 2009. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring October 15-21, 2017 as Arizona Cities and Towns Week. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Administrative Coordinator)

Ms. Francia Alonso, Administrative Coordinator, informed that this resolution is to declare the Arizona Cities and Towns Week. During this week cities and town in Arizona provides information to their citizens of their services and programs that enhance the quality of life for residents.

3. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Matias Rosales to adjourn the meeting at approximately 6:57 p.m. Motion passed unanimously.

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
October 11, 2017
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Maria Cecilia Ramos
Council Member Africa Luna-Carrasco
Council Member Gloria Torres
Council Member Ruben Walshe

ABSENT: Council Member Mario Buchanan Jr.
Council Member Matias Rosales

OTHERS PRESENT: Tadeo De La Hoya, City Manager
Sonia Cornelio, City Clerk
Angel Ramirez, Fire Department
Axel Chayra, I.T. Technician
Carlos Cortes, Assistant Finance Director
Derek Dueñas, I.T. Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Administrative Coordinator
Hank Green, Fire Chief
Jenny Torres, Economic Development Manager
Jorge Perez, Billing & Collections Manager
Jose Guzman, Acting Director of Planning & Zoning
Kay Macuil, City Attorney
Lizandro Galaviz, Parks & Recreation Director
Manuel Rojas, Assistant Director of Public Works
Richard Jessup, Acting Chief of Police
Ric Bauermann, Fire Department
Eduardo Garcia, Factor Sales
Francisca Guzman, Translator
Jose Yopez, Mayor of Somerton
Pamela Green, Visitor

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Maria Cecilia Ramos

3. INVOCATION

The Invocation was led by Mr. Hank Green, Fire Chief.

4. CONSENT AGENDA

4. A. MINUTES OF

- Work Session held June 21, 2017
- Regular City Council meeting held June 28, 2017

4. B. DISBURSEMENTS FROM SEPTEMBER 16, 2017 THROUGH SEPTEMBER 30, 2017

Total Disbursements \$650,829.85

(Six Hundred Fifty Thousand, Eight Hundred Twenty-Nine Dollars and Eighty-Five Cents)

4. C. Discussion and possible action on any and all matters regarding the approval of Layne Christensen Company proposal for replacements of manganese water treatment pressure vessels and treatment media at three (3) well sites. (Manuel Rojas, Assistant Director of Public Works)

4. D. Discussion and possible action on any and all matters regarding Resolution No. 2009. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring October 15-21, 2017 as Arizona Cities and Towns Week. (Tadeo A. De La Hoya, City Manager and Francia Alonso, Administrative Coordinator)

4. E. Discussion and possible action on any and all matters regarding Resolution No. 2011. A resolution of the Mayor and City Council of the City of San Luis, Arizona authorizing and directing the entering into an amendment to an Intergovernmental Agreement with Yuma County for roadway maintenance, an amendment to an existing Intergovernmental Agreement between the City of San Luis and Yuma County. (Eulogio Vera, Director of Public Works)

4. F. Discussion and possible action on any and all matters regarding a modification to the design contract with Core Engineering Group, LLC. for 4th

Avenue and Juan Sanchez Boulevard Intersection Improvements (Eulogio Vera, Director of Public Works).

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the Consent Agenda. Motion passed unanimously.

CALL TO THE PUBLIC

Mayor Gerardo Sanchez moved Call to the Public to be next on the agenda; there was no opposition from the City Council. He clarified that Call to the Public is just for comments as nothing can be discussed due to not being a lined item for discussion on the agenda and added that staff could be directed.

Mr. Jose Yepez, President of Josefina Yepez Walk, invited Mayor Gerardo Sanchez, City Council, and members of the public present to the annual Josefina Yepez Walk. Mr. Yepez thanked City Council for their help and support.

Ms. Yesenia Yepez, Board Member of Josefina Yepez Walk, provided more information on the annual walk.

Mayor Gerardo Sanchez thanked the Yepez family for helping put this event together and being a part of this organization. Mayor Gerardo Sanchez also commented that the city will continue to support the walk.

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding appointing the Infrastructure Improvements Advisory Committee for the City of San Luis. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that this item was discussed during the previous work session and stated that the committee would be recommending infrastructure planning to the City Council. She added that there is a minimum of five (5) members that need to be appointed and proceeded to list the names of those interested.

MOTION: Mayor Gerardo Sanchez/Vice Mayor Maria Cecilia Ramos to appoint the Infrastructure Improvements Advisory Committee to consist of the following members Gary Black, Guillermina Fuentes, Agustin Tumbaga Jr., Shelley Ostrowski and James Davey. Motion passed unanimously.

5. B. Public hearing followed by 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 beer at the 2017 Off-Road Expo on October 21, 2017. (Marcos Ramirez, Sergeant at Arms of the San Luis FRONTERA Rotary Club)

A. Open public hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Gloria Torres to open public hearing. Motion passed unanimously.

1. Staff and/or applicant presentation

Mr. Lizandro Galaviz, Director of Parks and Recreation, stated that the liquor license would be for the Off-Road Expo where there will be two (2) selling points at the event.

2. Call to the public on this item

There were no comments from the public.

B. Close public hearing

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to close the public hearing. Motion passed unanimously.

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

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to recommend to the Arizona Department of Liquor Licenses and Control approval of the San Luis Frontera Rotary Club Application as presented. Motion passed with four (4) aye votes and one (1) nay vote from Vice Mayor Maria Cecilia Ramos.

5. C. Public hearing followed by 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 beer on November 03, 2017 during the Disorder by the Border Event. (Alicia Muñoz Castillo, President of the San Luis FRONTERA Rotary Club & Louie Galaviz, Parks & Recreation Director)

A. Open public hearing

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to open public hearing. Motion passed unanimously.

1. Staff and/or applicant presentation

Mr. Lizandro Galaviz, Director of Parks and Recreation, stated that the liquor license is on behalf of the San Luis Frontera Rotary Club to sell alcohol at the Disorder by the Border event to be held on November 3, 2017

2. Call to the public on this item

There were no comments from the public.

B. Close public hearing

MOTION: Council Member Gloria Torres/Council Member Ruben Walshe to close the public hearing. Motion passed unanimously.

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

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the special event liquor license to the Arizona Department of Liquor Licenses and Control. Motion passed with four (4) aye votes and one (1) nay vote from Vice Mayor Maria Cecilia Ramos.

5. D. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 367. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations Section 152.262, Administration of Sign Regulations, Subsection 152.262(F) Variances to allow the use of conditional use permits in addition to variances to allow relief from design standards; repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Acting Director of Planning and Zoning)

Mr. Jose Guzman, Acting Planning & Zoning Director, stated that Ordinance No. 367 would allow signs to extend above the roof line.

MOTION: Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the second reading of Ordinance No. 367 by title only. Motion passed unanimously.

**A. Second Reading of Ordinance No. 367 by title only.
(City Clerk will read ordinance by title only).**

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 367 by title only.

B. Approval and adoption of Ordinance No. 367.

MOTION: Council Member Gloria Torres/Council Member Africa Luna Carrasco to approve and adopt Ordinance No. 367. Motion passed unanimously.

5. E. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 368. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations, by adding the definition and regulations regarding personal dog kennel. (Jose A. Guzman, Acting Director of Planning and Zoning)

Mr. Jose Guzman, Acting Director of Planning and Zoning, stated that Ordinance No. 368 was relating to personal dog kennels. He added that his department recommends approval of this ordinance.

**A. Second reading of Ordinance No. 368 by title only.
(City Clerk will read Ordinance by title only)**

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 368 by title only. Motion passed unanimously.

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Africa Luna-Carrasco to approve the Second Reading of Ordinance No. 368 by title only. Motion passed unanimously.

B. Approval and adoption of Ordinance No. 368.

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Ruben Walshe to approve and adopt Ordinance No. 368. Motion passed unanimously.

5. F. Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 369. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of approximately 33 acres of real property located on the northwest corner of County 24th Street and 20th Avenue from Medium-High Density Residential (R-2) to Medium Density Residential (R1-6); repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Acting Director of Planning and Zoning)

Mr. Jose Guzman, Acting Director of Planning and Zoning, stated that Ordinance No. 369 was related to the zoning case for the Santa Cecilia II subdivision. He added that his department is recommending approval.

**A. Second reading of Ordinance No. 369 by title only.
(City Clerk will read Ordinance No. 369 by title only)**

MOTION: Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to approve the second reading of Ordinance No. 369 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 369 by title only.

B. Approval and adoption of Ordinance No. 369.

MOTION: Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to approve and adopt Ordinance No. 369. Motion passed unanimously.

6. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that earlier in the day Mayor and Council did the ribbon cutting for County 22nd Street. He added that County 22nd Street is now well equipped for the future development of the surrounding area.

Vice Mayor Maria Cecilia Ramos reported that she and the City Manager attended the 1st Valley Mayor Summit in Mexicali. Vice Mayor Maria Cecilia Ramos added that the city, as well as 4FrontEd, is getting recognition for their hard work on the current projects. She added that there would be more meetings in the future to develop and strengthen the relationships between the regions.

Mayor Gerardo Sanchez commented that there is much potential when everyone works together towards one goal.

7. CALL TO THE PUBLIC

Mr. Gregory St. Clair, 2579 David Riedel Boulevard, San Luis Arizona, stated that the speed limits throughout the city are too slow. Mr. St. Clair pointed out 10th Avenue and County 22nd Street in particular. He added that the speed limits are too slow and people are either falling asleep driving or speeding through those zones.

Ms. Yadery Ramirez, Sunset Community Health Center, introduced their new program called, "Loving Yourself: Self Care to Improve Emotional Wellness" and provided more information on the program and stated that the program is free and open to the public. Ms. Ramirez added that the program could be presented at different locations if need be.

8. ADJOURNMENT

MOTION: Council Member Africa Luna-Carrasco/Council Member Gloria Torres to adjourn the Regular Council Meeting at approximately 7:32 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

4.B.

Meeting Date: 12/27/2017

Summary

DISBURSEMENTS FROM DECEMBER 1, 2017 THROUGH DECEMBER 15, 2017

Total Disbursements \$754,917.73

(Seven Hundred Fifty-Four Thousand, Nine Hundred Seventeen Dollars and Seventy-Three Cents)

Attachments

Disbursements 12/27/2017



City of San Luis

Finance Department

COUNCIL MEETING DECEMBER 27, 2017
Disbursement Reports from 12/1/2017 to 12/15/2017

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	12/6/2017	\$ 73,836.10	Schedule A
Accounts Payable Check Account	12/7/2017	\$ 271,404.43	Schedule B
Payroll Check Account	12/13/2017	\$ 254,648.24	Schedule C
Accounts Payable Check Account	12/14/2017	\$ 155,028.96	Schedule D

Total Disbursements: \$ 754,917.73

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

For Council approval on: _____

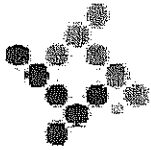
Mayor: _____

Council: _____

RECEIVED

DEC 19 2017

CITY OF SAN LUIS



Schedule A
Pay Day Register
 Pay Date Range 12/06/17 - 12/06/17
 Pay Batch 201740

Pay Batch 201740 Total

Employees in Pay Batch 245

Female Employees in Pay Batch 64

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
801 - COLA ADJUSTMENT	.0000	93,250.00	Gross	93,250.00	AZ STATE RETIREMENT	7,047.81 62,150.00
Total	0.0000	\$93,250.00	Imputed Income		LONG TERM DISABILITY	99.44 62,150.00
			FEDERAL TAX WITHHOLDING	737.73 83,825.47	PSPRS FIRE DB NORM - TIER 1	1,838.40 12,000.00
			SOCIAL SECURITY TAX	5,781.55 93,250.00	PSPRS FIRE DB UNFUND - TIER	566.40 12,000.00
			MEDICARE	1,352.13 93,250.00	PSPRS POLICE DB NORM - TIER	1,939.20 12,800.00
			STATE WITHHOLDING	2,018.52 83,825.47	PSPRS POLICE DB NORM - TIER	79.52 800.00
			AZ STATE RETIREMENT	7,047.81 62,150.00	PSPRS POLICE DB UNFUND -	1,314.56 12,800.00
			LONG TERM DISABILITY	99.44 62,150.00	PSPRS POLICE DB UNFUND -	82.16 800.00
			PSPRS FIRE DB RATE - TIER 1a	612.00 8,000.00	Total	\$12,967.49
			PSPRS FIRE DB RATE - TIER 1b	466.00 4,000.00	Workers' Comp	Gross Base
			PSPRS POLICE DB RATE - TIER	520.20 6,800.00	Total	
			PSPRS POLICE DB RATE - TIER	699.00 6,000.00	Direct Deposits	Amount
			PSPRS POLICE DB RATE - TIER 3	79.52 800.00	Check	\$73,836.10
			Net	\$73,836.10 ✓		

City of San Luis

Payment Register

From Payment Date: 12/4/2017 - To Payment Date: 12/7/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		0	\$0.00	\$0.00
Grand Totals:					Total		59	\$271,404.43	\$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$271,404.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	59	\$271,404.43	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$271,404.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	59	\$271,404.43	\$0.00

Prepared By:
Maggie Dominguez
 Date: *12/07/17*
C

Payment Register

From Payment Date: 12/4/2017 - To Payment Date: 12/7/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
82780	12/05/2017	Open			Accounts Payable	DUMADAG, JONATHAN	\$340.00		
82781	12/05/2017	Open			Accounts Payable	INSTANT PROMOTION INC	\$1,999.00		
82782	12/07/2017	Open			Accounts Payable	ALSCO, INC	\$165.98		
82783	12/07/2017	Open			Accounts Payable	ARIZONA MUNICIPAL RISK	\$110,161.00		
82784	12/07/2017	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	\$1,882.25		
82785	12/07/2017	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$315.25		
82786	12/07/2017	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
82787	12/07/2017	Open			Accounts Payable	BILL ALEXANDER FORD	\$500.09		
82788	12/07/2017	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$213.38		
82789	12/07/2017	Open			Accounts Payable	BORDER GYM FITNESS LLC	\$704.00		
82790	12/07/2017	Open			Accounts Payable	CENTURYLINK	\$9,356.28		
82791	12/07/2017	Open			Accounts Payable	CENTURYLINK	\$1,691.85		
82792	12/07/2017	Open			Accounts Payable	CHANGING TECHNOLOGIES SOLUTIONS, LLC	\$2,812.51		
82793	12/07/2017	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.00		
82794	12/07/2017	Open			Accounts Payable	DESERT WATER	\$31.82		
82795	12/07/2017	Open			Accounts Payable	EDUCATION & TRAINING SERVICES, LLC	\$3,992.00		
82796	12/07/2017	Open			Accounts Payable	ESPINOZA VERDUGO, SAMMYR	\$40.00		
82797	12/07/2017	Open			Accounts Payable	FDC RESCUE PRODUCTS	\$8,362.97		
82798	12/07/2017	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$17.16		
82799	12/07/2017	Open			Accounts Payable	FISHER CHRYSLER	\$557.91		
82800	12/07/2017	Open			Accounts Payable	FRED PRYOR SEMINARS	\$109.00		
82801	12/07/2017	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$100.00		
82802	12/07/2017	Open			Accounts Payable	GALERIA CAFE	\$166.07		
82803	12/07/2017	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$11,000.00		
82804	12/07/2017	Open			Accounts Payable	GUERRA, RUTH	\$500.00		
82805	12/07/2017	Open			Accounts Payable	GUTIERREZ, ISAAC	\$167.00		
82806	12/07/2017	Open			Accounts Payable	IGLESIA DE JESUCRISTO	\$50.00		
82807	12/07/2017	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$30,929.93		
82808	12/07/2017	Open			Accounts Payable	JCG TECHNOLOGIES INC.	\$534.36		
82809	12/07/2017	Open			Accounts Payable	KTL&C, LLC.	\$30.00		
82810	12/07/2017	Open			Accounts Payable	LAGUNA, JOSE, LUZ	\$354.00		
82811	12/07/2017	Open			Accounts Payable	LARA, PAULINO	\$91.00		
82812	12/07/2017	Open			Accounts Payable	LAW OFFICE OF JEREMY CLARIDGE, PLC	\$400.00		
82813	12/07/2017	Open			Accounts Payable	LG ON SITE LLC	\$902.96		
82814	12/07/2017	Open			Accounts Payable	LOOMIS	\$1,271.24		
82815	12/07/2017	Open			Accounts Payable	MCDONALD, JULIE, M	\$2,800.00		
82816	12/07/2017	Open			Accounts Payable	MCMANUS, KRISTEN	\$118.00		
82817	12/07/2017	Open			Accounts Payable	NEWEGG BUSINESS INC.	\$8,603.13		
82818	12/07/2017	Open			Accounts Payable	OFFICE DEPOT	\$4,811.75		
82819	12/07/2017	Open			Accounts Payable	PACHECO, CARLOS	\$209.00		
82820	12/07/2017	Open			Accounts Payable	PACHECO, ROMAN	\$167.00		

Payment Register

From Payment Date: 12/4/2017 - To Payment Date: 12/7/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
82821	12/07/2017	Open			Accounts Payable	PHILIPS ELECTRONICS NORTH AMERICA CORP	\$190.92		
82822	12/07/2017	Open			Accounts Payable	PRECISION INTEGRATED SYSTEMS, LLC	\$16,474.36		
82823	12/07/2017	Open			Accounts Payable	R.L. JONES INSURANCE SERVICES INC.	\$36.00		
82824	12/07/2017	Open			Accounts Payable	RELEVANT SOLUTIONS LLC	\$3,383.41		
82825	12/07/2017	Open			Accounts Payable	SAMANIEGO, RODOLFO	\$100.00		
82826	12/07/2017	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$467.50		
82827	12/07/2017	Open			Accounts Payable	SYNOVIA SOLUTIONS, LLC	\$433.99		
82828	12/07/2017	Open			Accounts Payable	THE LOZANO LAW FIRM PLLC	\$2,400.00		
82829	12/07/2017	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$336.48		
82830	12/07/2017	Open			Accounts Payable	TORRES, CRISTIAN	\$200.00		
82831	12/07/2017	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$1,267.24		
82832	12/07/2017	Open			Accounts Payable	VAN RIPER , ELLEN, M	\$2,375.00		
82833	12/07/2017	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$4,505.14		
82834	12/07/2017	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$30,969.66		
82835	12/07/2017	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$227.74		
82840	12/07/2017	Open			Accounts Payable	GIMBUT, GLENN J.	\$97.00		
82841	12/07/2017	Open			Accounts Payable	SANCHEZ, BRAULIO, S	\$1,200.00		
82842	12/07/2017	Open			Accounts Payable	YUMA OVERHEAD DOOR CO. INC	\$165.00		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							59 Transactions	\$271,404.43	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$271,404.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	59	\$271,404.43	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	59	\$271,404.43	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00



Schedule C

Pay Day Register

Pay Date Range 11/25/17 - 12/08/17

Pay Batch 201725

U.S. MEX DENTAL - EE &	84.64	.00	MUNICIPAL/ TOWN/	75.22	4,298.40
UNITED WAY	19.00	.00	PARKS- NOC ALL EMPLOYEES	512.69	16,537.78
US & MEX DENTAL= FAMILY	634.08	.00	POLICE OFFICERS	3,242.27	74,025.59
US & MEX HEALTH = C	6,141.80	.00	RECREATION- ALL EMPLOYEES/	209.75	15,309.13
US & MEX HEALTH = FAMILY	4,124.70	.00	SEWAGE DISPOSAL/ PLANT	701.83	20,401.63
US & MEX HEALTH = SP	898.80	.00	Street or Road Construction	1,374.32	17,114.84
VSP - VISION FAMILY	627.30	.00	WATERWORKS OPERATIONS	534.33	15,398.80
Net	<u>\$254,648.24</u> ✓		Total	<u>\$10,454.87</u>	

Direct Deposits	Amount
1st Bank Yuma	20,259.36
ACADEMY BANK	1,724.57
Bank of America	400.00
Chase Bank	111,620.79
CHASE BANK CA	2,808.81
CHASE BANK MORGAN	1,445.48
chase bank somerton	1,868.26
chase centro	658.87
Federal Credit Union	32,055.12
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	5,261.35
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,162.08
Sunbank	100.00
WASHINGTON FEDERAL	1,171.15
Wells Fargo	48,329.78
Total	<u>\$229,585.62</u>
Check	\$25,062.62

City of San Luis

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 12/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
82924	12/14/2017	Open			Accounts Payable	GUERRERO WILSON, LUZ, N	\$2,300.00		
Type Check Totals:							\$155,028.96		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$152,478.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$2,550.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$155,028.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$152,478.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$2,550.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$155,028.96	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$152,478.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$2,550.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$155,028.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$152,478.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$2,550.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$155,028.96	\$0.00

Prepared By:
Maggie Dominguez
 Date: *12/18/17*
C

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 12/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
82843	12/11/2017	Open			Accounts Payable	LARA, PAULINO	\$177.00		
82844	12/12/2017	Open			Accounts Payable	GUZMAN, JOSE, A	\$118.00		
82845	12/12/2017	Open			Accounts Payable	SANTANA, MARCO	\$91.00		
82846	12/13/2017	Open			Accounts Payable	24 KARAT JEWELERS	\$1,887.99		
82847	12/14/2017	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$324.91		
82848	12/14/2017	Open			Accounts Payable	CHARGO PA, GURSTEL	\$52.21		
82849	12/14/2017	Open			Accounts Payable	CHILD SUPPORT SERVICES	\$274.62		
82850	12/14/2017	Open			Accounts Payable	FOP/ALC	\$255.00		
82851	12/14/2017	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$50.00		
82852	12/14/2017	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	\$156.33		
82853	12/14/2017	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$480.00		
82854	12/14/2017	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,987.18		
82855	12/14/2017	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$19.00		
82856	12/14/2017	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$650.00		
82857	12/14/2017	Open			Accounts Payable	AAED	\$546.00		
82858	12/14/2017	Open			Accounts Payable	ACTION WHOLESALE PRODUCTS, INC	\$2,867.84		
82859	12/14/2017	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$225.00		
82860	12/14/2017	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$50.00		
82861	12/14/2017	Open			Accounts Payable	ARIZONA REFUSE SALES, LLC	\$949.62		
82862	12/14/2017	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$1,681.64		
82863	12/14/2017	Open			Accounts Payable	ARROW INTERNATIONAL, INC.	\$666.41		
82864	12/14/2017	Open			Accounts Payable	ASAP SMART CONSTRUCTION SOLUTIONS, LLC	\$4,850.00		
82865	12/14/2017	Open			Accounts Payable	BALAR EQUIPMENT CORPORATION	\$3,697.90		
82866	12/14/2017	Open			Accounts Payable	CELAYA, PAOLA	\$40.00		
82867	12/14/2017	Open			Accounts Payable	CENTURYLINK	\$6,724.84		
82868	12/14/2017	Open			Accounts Payable	CITY OF YUMA	\$6,012.50		
82869	12/14/2017	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$1,015.00		
82870	12/14/2017	Open			Accounts Payable	DELGADO , ALEJANDRA	\$169.00		
82871	12/14/2017	Open			Accounts Payable	DULCES TENTACIONES BAKERY	\$586.77		
82872	12/14/2017	Open			Accounts Payable	ESPINOZA VERDUGO, SAMMYR	\$140.00		
82873	12/14/2017	Open			Accounts Payable	FENCING BY S.K. L.L.C.	\$409.76		
82874	12/14/2017	Open			Accounts Payable	FERGUSON WATERWORKS	\$2,826.06		
82875	12/14/2017	Open			Accounts Payable	FERRELLGAS, LP	\$477.81		
82876	12/14/2017	Open			Accounts Payable	FIGUEROA, NINA	\$150.00		
82877	12/14/2017	Open			Accounts Payable	GARCIA, JESUS	\$552.00		
82878	12/14/2017	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$2,366.35		
82879	12/14/2017	Open			Accounts Payable	GONZALEZ, GLORIA	\$540.00		

Payment Register

From Payment Date: 12/11/2017 - To Payment Date: 12/14/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
82880	12/14/2017	Open			Accounts Payable	GREATER YUMA PORT AUTHORITY	\$50,000.00		
82881	12/14/2017	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$836.20		
82882	12/14/2017	Open			Accounts Payable	GUERRA, RUTH	\$500.00		
82883	12/14/2017	Voided		12/14/2017	Accounts Payable	GUERRERO WILSON, LUZ, N	\$2,550.00		
82884	12/14/2017	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$50.00		
82885	12/14/2017	Open			Accounts Payable	GUZMAN, FRANCISCA	\$200.00		
82886	12/14/2017	Open			Accounts Payable	HERNANDEZ, MARIA	\$16.90		
82887	12/14/2017	Open			Accounts Payable	JANKOWSKI, ROBERT	\$500.00		
82888	12/14/2017	Open			Accounts Payable	JOHNSON, JOE	\$125.00		
82889	12/14/2017	Open			Accounts Payable	KTL&C, LLC.	\$105.00		
82890	12/14/2017	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$237.22		
82891	12/14/2017	Open			Accounts Payable	MACHADO, IVAN	\$700.00		
82892	12/14/2017	Open			Accounts Payable	MARTINEZ, GUSTAVO	\$600.00		
82893	12/14/2017	Open			Accounts Payable	MARTINEZ, JOSE ALFREDO	\$180.00		
82894	12/14/2017	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$26,360.78		
82895	12/14/2017	Open			Accounts Payable	MEDINA, JOSE	\$200.00		
82896	12/14/2017	Open			Accounts Payable	NAPA AUTO PARTS	\$128.64		
82897	12/14/2017	Open			Accounts Payable	NAVARRO, CAROLINE	\$100.00		
82898	12/14/2017	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	\$751.84		
82899	12/14/2017	Open			Accounts Payable	ORTIZ GOMEZ, JESUS	\$30.00		
82900	12/14/2017	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$59.90		
82901	12/14/2017	Open			Accounts Payable	PATIO SUSHI & MORE	\$4,900.00		
82902	12/14/2017	Open			Accounts Payable	PSI DIGITAL IMAGING SOLUTIONS	\$1,157.09		
82903	12/14/2017	Open			Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL	\$1,785.00		
82904	12/14/2017	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$225.00		
82905	12/14/2017	Open			Accounts Payable	R.L. JONES INSURANCE SERVICES INC.	\$72.00		
82906	12/14/2017	Open			Accounts Payable	RDO EQUIPMENT CO.	\$2,630.22		
82907	12/14/2017	Open			Accounts Payable	RIVERA, MARIA , ELENA	\$75.00		
82908	12/14/2017	Open			Accounts Payable	RODRIGUEZ, FRANCISCO J.	\$1,660.65		
82909	12/14/2017	Open			Accounts Payable	SEGOVIA, ALMA	\$90.00		
82910	12/14/2017	Open			Accounts Payable	SMITH, RALPH E. SR.	\$2,190.00		
82911	12/14/2017	Open			Accounts Payable	SPECTRUM BUSINESS	\$145.75		
82912	12/14/2017	Open			Accounts Payable	SUN STATE RECREATION CO.	\$4,724.16		
82913	12/14/2017	Open			Accounts Payable	TORRES, CRISTIAN	\$206.00		
82914	12/14/2017	Open			Accounts Payable	VALDEZ, SUSANA	\$9.06		
82915	12/14/2017	Open			Accounts Payable	VILLEGAS, LITZY	\$90.00		
82916	12/14/2017	Open			Accounts Payable	WAL-MART RESTITUTION RECOVERY	\$20.00		
82917	12/14/2017	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$569.59		
82918	12/14/2017	Open			Accounts Payable	YUMA COURT REPORTERS LLC	\$394.50		
82919	12/14/2017	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$603.34		
82920	12/14/2017	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$293.12		
82921	12/14/2017	Open			Accounts Payable	YUMA SUN INC	\$68.80		
82922	12/14/2017	Open			Accounts Payable	YUMA SUN, INC	\$270.46		
82923	12/14/2017	Open			Accounts Payable	GUERRERO WILSON, LUZ, N	\$250.00		



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.A.

Meeting Date: 12/27/2017

Department Head: Olivia Jenkins, Human Resources Director, Human Resources Department

Submitted By: Olivia Jenkins, Director of Human Resources, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of gym service agreements for the continuation of the employee gym membership benefit. **(Olivia Jenkins, Director of Human Resources and Wellness Committee Representative)**

SUMMARY:

The Wellness Committee met to discuss employees gym services and are recommending switching to 24/7 Get Fit gym for the remainder of the fiscal year, January 2018 through June 2018. The recommendation was presented to City Council at the December 6, 2017 Work Session and City Council directed staff to come back with options to be presented in the regular council meeting of December 27, 2017. Staff has met with both gym owner's 24/7 Get Fit and Border Fitness; which resulted in proposed contracts for both facilities. Border Fitness contract is for three (3) months contingent on improvements recommended by the wellness committee. 24/7 Get Fit act has been amended to address the concern for the penalty provisions, and is for six (6) months.

Gym membership benefit for city employees is part of the City's Wellness Program to provide options and encouraging employees to become physically active in a non-work related environment, adopt and maintain healthy habits. Employee enrollment is limited to 50 employees per month, and in the last 12 months, the average enrollment number has been approximately 40.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE BOTH CONTRACTS AS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

The Contract will be provided by the time of meeting.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$6,000.00
BUDGETED AMOUNT:	\$16,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services, GL
100-125-80005, To Be
Determined

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

Attachments

Contract Border Gym Fitness

Contract 24/7 Get Fit

AGREEMENT

This Agreement is made this _____ day of _____, 2017, between the

- City of San Luis of P.O. Box 1170, San Luis, Arizona, 85349 ("City") and
- Border Gym Fitness, L.L.C., of P.O. Box 5107, 1938 E. Juan Sanchez Blvd, Suite 1, San Luis, Arizona, 85349 ("Contractor").

A. City is desirous of obtaining wellness health services.

B. Contractor agrees to perform these services for City under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the City and Contractor agree as follows:

SECTION ONE DESCRIPTION OF WORK

A. Gym Membership

The purpose of the Wellness Program shall be to help improve overall fitness of employees of the City by providing gym membership with the Contractor for up to 50 City employees. Gym membership includes services as well as access to facilities and equipment as more fully described in Exhibit A, which is incorporated into this agreement by this reference. Contractor reserves the right to cancel any classes offered during the term of this Agreement without advance notice. Contractor will not be responsible for providing audio equipment or any other special accommodations necessary for fitness activity participants, including but not limited to seating and water.

B. Equipment

Exercise equipment shall be in good working condition so that it may be operated safely and for the exercises for which the equipment was intended. For any equipment which is not in good working order as just described here, the Contractor shall restore it to good working order or replace it within twenty-one (21) days from the day the it is no longer in good working condition.

C. Cleanliness

The all locations of Contractor's gyms shall be clean, free of pests and air conditioning operational to the satisfaction of representatives of the City's H.R. Department and the Wellness Committee.

D. Invoicing

Contractor shall e-mail to the City every first Monday of every month its invoice for the previous month.

E. Reporting

Contractor shall report every month to the City the attendance of City employees enrolled in the City's Gym Membership Benefit.

**SECTION
TWO
PAYMENT**

City will pay Contractor \$22.00 per month per the number of City employees who are enrolled in the Gym Membership Benefit who use the services of the Contractor during that month for up to 50 employees during the term of this Agreement. Payment will be made on or before the 15th day of each month either by check or direct deposit to Contractor.

In addition upon execution of this Contract, City will pay Contractor \$125.00 in advance for its administrative costs.

**SECTION
THREE
RELATIONSHIP OF PARTIES**

The parties intend that an independent contractor relationship will be created by this Agreement. City is interested only in the results to be achieved and not the manner and means of achieving it. The conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of City for any purpose. The employees of Contractor are not to be considered agents or employees of the City. It is understood that City does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract to provide similar services for others while under this Agreement with City.

**SECTION
FOUR
LIABILITY**

The work to be performed under this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of the premises and equipment used in the performance of this Agreement. Contractor will carry, for the duration of this Agreement, public liability insurance in an amount acceptable to City. Contractor agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement.

**SECTION
FIVE
EQUIPMENT**

Contractor shall supply all equipment and supplies needed to perform this agreement without additional charge.

**SECTION
SIX
DURATION**

This Agreement shall begin on January 1, 2018 and terminate on March 31, 2018. Either party may cancel this Agreement on ten (10) days written notice; otherwise, the Agreement shall remain in force for its term. In the event of cancellation, no further monies will be owed by City to Contractor. Termination of any individual City Employee from City's Gym Benefit is determined by the Enrollment Agreement Exhibit B, which is incorporated into this agreement by this reference.

The Agreement may be renewed for an additional three months on the recommendation of the Wellness Committee, the City's HR Department and the approval of the City Council.

**SECTION
SEVEN
MISCELLANEOUS**

A. Notices. All notices, approvals and communications provided for herein, or given in connection herewith, 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, AZ 85349

If to the CONTRACOR Owner
 P.O. Box 5107 (by United States Postal Service)
 1938 E. Juan Sanchez Blvd.
 Suite 1 (by personal process or courier)

San Luis, Arizona, 85349 or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices, approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

B. Waiver

No delay in exercising any right or remedy shall constitute a waiver thereof. The failure of either party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as subsequently waiving any such terms, or any others, but the terms shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

C. Attorneys' Fees

In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other party to enforce any of the terms, covenants or conditions hereof, or 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 attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' 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.

F. Time of the Essence

Time is of the essence of this Agreement.

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 Contractor or City. 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 a written amendment executed by the parties hereto.

J. Governing Law

This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

K. Arizona Laws

- (1) Contractor certifies that it does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317,
- (2) Contractor certifies that pursuant to A.R.S. §41-4401(A), the undersigned is authorized to and does warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A, e-verify. A breach by the undersigned or his/her employer of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works under this Agreement to ensure that the undersigned, his/her employer or the employer's subcontractor or subcontractors are complying with this warranty.
- (3) **Notice of A.R. S. §38-511: Conflict of Interest.** Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to the provisions of A.R.S. §38-511.

L. Venue

Any legal action relating to this agreement shall be brought in either court of competent jurisdiction in Yuma County, Arizona or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, 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 extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced

to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability

No member, official or employee of the City shall be personally liable to Contractor, 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 Contractor or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

O. Business License

Contractor shall obtain and maintain during the term of this Agreement a City business license.

The parties have executed this agreement on the day and year first above

written. **BORDER GYM FITNESS, L.L.C.**

by

Luis Chang, Owner

CITY OF SAN LUIS

by

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**AGREEMENT BETWEEN
24-7 GET FIT SL, LLC and THE CITY OF SAN LUIS**

This Agreement is made and entered into this ___ day of _____ 201_, by and between 24-7 GET FIT SL, LLC, Contractor (hereinafter "GET FIT"), an Arizona Limited Liability Company operating at 1922 E Juan Sanchez Blvd, in San Luis, Arizona and The City of San Luis, Customer (hereinafter "CITY") located at 1090 E. Union Street, in San Luis, Arizona.

RECITALS:

- A. That CITY is desirous of obtaining wellness health services.
- B. That this is the initial contract between GET FIT and CITY and there are no prior agreements between the two.

NOW, THEREFORE, in consideration of the mutual promises, the parties agree as follows:

1. The recitals are hereby incorporated by reference as agreements of the parties.
2. That the term of this Agreement shall be for the period of six (6) months, commencing on January 1st, 2018, and ending on June 30th, 2018. This agreement may be terminated in writing by either party with a THIRTY (30) day written notice.
3. CITY agrees to pay GET FIT a refundable deposit in the amount of FIVE HUNDRED US DOLLARS (\$500.00). If the CITY is not in default, then the deposit will be refunded at the end of the term of this contract or applied to account balance at the CITY's request.
4. CITY's corporate account must maintain at a minimum 15 GET FIT club members at all time or use the deposit to pay the equivalent of a minimum of 15 members.
5. If CITY does not maintain the minimum required 15 members, then CITY agrees that the difference in the total monthly fee (15 member fees minus actual fees) will be deducted from the \$500.00 deposit on a month to month basis. At the end of the term of this agreement, GET FIT will refund the remaining balance of the deposit to the CITY as per paragraph 2. Under no circumstances, the difference in monthly fees will exceed the \$500 Deposit.
6. If CITY cancels the contract before June 30th, 2018 then CITY is hereby waiving its right to the \$500.00 deposit and NO refund will be issued.
7. If CITY does not maintain the minimum required 15 members, then CITY agrees that the difference in the total monthly fee (15 member fees minus actual fees) will be deducted from the \$500.00 deposit on a month to month basis. At the end of the term of this agreement, GET FIT will refund the remaining balance of the deposit to the CITY as per paragraph 2. Under no circumstances, the difference in monthly fees over the six-month term of this Agreement will exceed the \$500 Deposit.
8. GET FIT will issue gym memberships to CITY employees under CITY's corporate account and provide access to the facility as per GET FIT policies. Employees will have

access to both clubs in Somerton located at 201 N Bingham Ave, Somerton, AZ and in San Luis located at 1922 E Juan Sanchez Blvd, San Luis, AZ.

9. CITY agrees to pay the dues on behalf of its employees.
 - A- GET FIT agrees to waive the enrollment fee, the key card cost, and the pro-rated monthly dues for the initial month. The cost to join will only be the monthly dues.
 - B- The monthly membership fee is \$19.99 per person.
 - C- If the account is in good standing, no additional fees will be charged for services provided under this agreement.
 - D- CITY agrees to issue a check for the full amount to GET FIT within two (2) weeks of the CITY receiving the monthly invoice for the total dollar amount due for memberships under the corporate account.
10. CITY agrees that if a payment is returned for insufficient funds, or rejected due to a closed account, an NSF fee of \$25.00 will be applied to the account.
11. If CITY fails to pay any amount when due under this agreement, GET FIT shall be entitled, anytime and in its sole discretion, to suspend or cancel the corporate account and the employees memberships and to require CITY to immediately pay all past due balances. Suspension or cancellation shall not relieve CITY from the obligation to pay any unpaid balances. Any payments owing from CITY to GET FIT that are not received when due shall bear interest at 10% per annum. If CITY fails to pay any amount to GET FIT when due, CITY shall pay all costs and expenses incurred by GET FIT to collect the unpaid balance, including reasonable attorney's fees and expenses.
12. CITY understands that each of its employees will sign a separate membership agreement with GET FIT to adhere and comply with the company's rules and regulations as they may thereafter be modified, amended or supplemented. The separate membership agreement entails GET FIT's policies including but not limited to health representation, guest policy, waiver of liability and hold harmless agreement.
13. CITY is responsible to notify GET FIT if an employee is terminated. Once notice is received, GET FIT will remove terminated employees from the corporate account.
14. GET FIT will e-mail monthly the City's HR Department the invoice and a report detailing all active corporate members with visit count, and the previous month new members.
15. If any dispute or disagreement arises with respect to any provision of this agreement or the performance of either party under the agreement, the dispute or disagreement shall be settled by arbitration, to which the parties bind themselves as follows:

The parties shall endeavor to agree on a single arbitrator, and such person shall act as sole arbitrator of the matter or matters submitted to him or her and his or her decision shall be final and binding on the parties. If the parties are unable to agree on a single arbitrator, each party shall appoint one arbitrator and the two arbitrators so selected shall agree on and appoint a third. The three arbitrators so selected shall act as the board of arbitrators and a majority decision of the board shall be final and binding on the parties. The rules and procedures for arbitration shall, so far as is practicable, be pursuant to Rule 10 of the Local Rules of the Superior Court for Yuma County, Arizona. Arbitration shall include reasonable attorney fees and costs to the prevailing party.

16. This Agreement constitutes the entire Agreement between the parties and may not be amended except by a writing signed by each of the parties.
17. This Agreement shall be construed under the laws of the State of Arizona.
18. The signer for both parties represent that it has full power, authority and legal right to execute and deliver this contractual agreement.
19. Miscellaneous covenants
 - A- Notices.

All notices, approvals and communications provided for herein, or given in connection herewith, 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, AZ 85349

If to the CONTRACOR: Scott Awar
 P.O. Box 736 (by United States Postal Service)
 Somerton, AZ 85350

1922 E. Juan Sanchez Blvd.
Suite 6 (by personal process or courier)
San Luis, Arizona, 85349

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices, approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

B- Waiver.

No delay in exercising any right or remedy shall constitute a waiver thereof. The failure of either party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as subsequently waiving any such terms, or any others, but the terms shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

C- Attorneys' Fees.

In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other party to enforce any of the terms, covenants or conditions hereof, or 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 attorneys' fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

D- 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.

E- 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.

F- Time of the Essence.

Time is of the essence of this Agreement.

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 Get Fit and City. 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 a written amendment executed by the parties hereto.

J- Governing Law.

This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

K- Arizona Laws.

- i. Get Fit certifies that it does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317,
- ii. Get Fit certifies that pursuant to A.R.S. §41-4401(A), the undersigned is authorized to and does warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214, subsection A, e-verify. A breach by the undersigned or his/her employer of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The City retains the legal right to inspect the papers of any contractor or subcontractor employee who works under this Agreement to ensure that the undersigned, his/her employer or the employer's subcontractor or subcontractors are complying with this warranty.
- iii. **Notice of A.R. S. §38-511:** Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in

which he or she is, directly or indirectly, interested. This agreement is subject to the provisions of A.R.S. §38-511.

L- Venue.

Any legal action relating to this agreement shall be brought in either court of competent jurisdiction in Yuma County, Arizona or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, 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 extent, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N- No Personal Liability.

No member, official or employee of the City shall be personally liable to Get Fit, 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 Get Fit or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

O- Business License.

Get Fit shall obtain and maintain during the term of this Agreement a City business license.

The parties have executed this agreement on the day and year first above written.

24-7 GET FIT SL, LLC

CITY OF SAN LUIS

by _____
S. Scott Awar, President

by _____
Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.B.

Meeting Date: 12/27/2017

Department Head: Kristin McManus, Magistrate, Court

Submitted By: Kristin McManus, Magistrate, Court

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a request for the creation of city employee position of Court Interpreter. **(Kristin McManus, City Magistrate)**

SUMMARY:

The San Luis Municipal Court is requesting that the city create a city employee position of Court Interpreter. The Court currently utilizes contract interpreters, but due to the large demand for interpreter services in San Luis and the increasing certification requirements for court interpreters statewide, a salaried position is both beneficial and necessary at this time. The costs for the salaried position are calculated below. The salary amount was determined by considering salary averages state-wide for similar limited jurisdiction court positions and working in conjunction with the City's Human Resources Department and their salary survey consultant. The benefits estimate was provided by the City's Finance Department and assume the maximum possible costs involved (an employee who has family/dependents that are also enrolled in city benefits).

Annual Salary: \$29,000.00

Benefits: \$24,330.00 (maximum amount, assuming family dependents)

Total: \$53,330.00

At the City Council Work Session on December 6, 2017, City Council directed legal research on the legality of Court Special Funds to be used for this position. The City Attorney has researched the issue and there is legal authority to use Court Special Funds for this purpose.

The Court has already contracted for court interpreter services for July 1, 2017- December 31, 2017, and would request this position beginning January 1, 2018. The full cost of the salaried position for the remaining half of FY 2017-2018 is \$26,665.00.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE THE CREATION OF A COURT INTERPRETER POSITION IN THE CLASSIFIED SERVICE.

B. I MOVE THAT THIS POSITION BE FUNDED FOR JANUARY 1, 2018 THROUGH JUNE 30, 2018 FROM _____.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$26,690.00
BUDGETED AMOUNT: \$0.00
AVAILABLE AMOUNT TO TRANSFER: Not Applicable
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See Table Below
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Account Information

Account #	GL ACCOUNT	Budge Amount Requested	Balance as of 11/21/2017
100-160-50000	Salaries	\$14,500.00	\$192,336.06
100-160-50110	Vision	\$70.00	\$689.41
100-160-50115	Medfica	\$210.00	\$2,796.06
100-160-50120	Fica	\$900.00	\$11,924.44
100-160-50125	Medical Insurance	\$8,850.00	\$47,884.36
100-160-50130	State Retirement	\$1,670.00	\$22,057.98
100-160-50135	State Unemployment	\$90.00	\$1,155.73
100-160-50145	Life Insurance	\$130.00	\$1,786.32
100-160-50145	Worker's Compensation	\$40.00	\$892.15
100-160-50155	Dental	\$230.00	\$2,013.45
	Total:	26,690.00	

Attachments

Court Interpreter Job Description



HUMAN RESOURCES DEPARTMENT City of San Luis

COURT INTERPRETER

DEFINITION:

Under general supervision, performs simultaneous and consecutive Spanish language translation and interpreter services for the City of San Luis Municipal Court; translates documents and written materials; and performs other related duties as required.

DUTIES AND RESPONSIBILITIES:

The duties listed below represent the various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is related or a logical assignment to this class.

- Reviews written documents and materials; provides verbal and written translation of documents and materials from Spanish to English, and from English to Spanish; updates and maintains a variety of files, records, statistics and related documentation associated with interpreter services.
- Attends court proceedings requiring translations; translates spoken word from English to Spanish and/or from Spanish to English; translates questions, answers and other communications from Spanish to English or English to Spanish; works with defendants, witnesses, victims, family members and others having interpreter needs.
- Translates Spanish and English written materials such as court orders, notices, petitions, legal documents, letters, trial documents, and agreements; reviews translations and verifies accuracy.
- Interprets testimony, questions and answers during court proceedings, including ancillary interviews, meetings and investigations; works with justice agencies, defendants, witnesses, victims, and others as needed.
- Makes professional and precise sight translations of documents during interviews, hearings and court proceedings, including court petitions, reports, notices and agreements.
- Performs lexical and technical language research as required.
- Collects data on interpreter services and prepares reports as needed; updates and maintains a variety of files, records, statistics and related documentation and assists with budgets as needed.
- May assist with coordinating interpreter services.
- Performs related duties as assigned.



HUMAN RESOURCES DEPARTMENT City of San Luis

EMPLOYMENT STANDARDS:

Knowledge of:

- Applicable State of Arizona statutes, rules, administrative orders, policies and procedures, applicable Federal rules and requirements
- City of San Luis policies and procedures
- Arizona Code of Conduct for Judicial Employees
- English and Spanish languages, including vocabulary, grammar, phonology and dialects
- Statutes, ethics and standards of professional interpreting and translating
- Methods, techniques, and procedures used in simultaneous and consecutive interpreting
- Legal terminology, court operations and procedures
- Rules and regulations regarding jury activity and courtroom behavior

Ability to:

- Communicate verbally and in written form in both English and Spanish languages
- Explain court procedures and processes in a clear, concise, and comprehensive manner to attorneys, litigants, and the public
- Work under pressure in a highly dynamic work environment with changing program demands and priorities
- Analyze issues and making sound recommendations for solutions
- Operate a personal computer utilizing a variety of software applications
- Establish and maintain effective working relationships with court employees, and the public

MINIMUM QUALIFICATIONS:

Education, Training and Experience:

An Associate's Degree in a foreign language, sign language, Business or Public Administration, Criminal Justice or closely related field.

AND

Two years of progressively responsible experience interpreting and translating Spanish to and from English that includes six (6) months of translating in a legal environment or closely related duties.

Other combination of education and experience may be substituted for the professional experience requirement as follows: Bachelor's degree in foreign language, interpretation or translation; or four (4) years' experience, as described above.



HUMAN RESOURCES DEPARTMENT City of San Luis

LICENSES AND CERTIFICATES:

A valid driver license is required at the time of application. A valid Arizona driver license is required at the time of appointment and must be maintained throughout employment. Applicant must be credentialed at the Tier 3 or 4 level by the Arizona Court Interpreter Credentialing Program, or obtain credential at the Tier 3 or 4 level within 24 months from date of hire.

Special Requirements:

- Bilingual in Spanish required.
- Residency within 25 miles of San Luis and within the US required, San Luis residency preferred
- Must have the ability to pass an extensive background check including polygraph examination
- Arizona Committee on Judicial Education and Training (COJET) yearly accreditation is required

PHYSICAL AND MENTAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; and perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus. The employee must be able to speak and hear. Corrected hearing and vision to normal range is required.

Mental Demands

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; performs highly detailed work; deals with multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

Work Environment:

The employee works in an office environment where the noise level is usually quiet. Certain positions within the classification may require availability to work flexible schedule.

Adopted: 00-00-00
BOS Approved: 00-00-00
Revised: 00-00-00



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.C.

Meeting Date: 12/27/2017

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 ratification of payment for Emergency Medical Services (EMS) training and to waive procurement procedures. **(Hank Green, Fire Chief)**

SUMMARY:

San Luis Fire Department (SLFD) was shopping for providers for Certified Emergency Paramedic (CEP) training; we had projected to enroll 6 Emergency Medical Technicians (EMTs) in this training. SLFD first contacted Arizona Western College (AWC) asking about their next class. They responded that they were already 3 to 4 months into a Paramedic class. To schedule and present another one would require a minimum of 12 students and probably not start until next spring or summer, if the class could be filled. This timeline was not desirable nor beneficial to SLFD's operational plans and would delay training. SLFD then contacted Wizard Education who provided the 2013 Paramedic class; the one co-sponsored by Amanda Aguirre's Regional Center for Border Health and held at SLFD. Wizard has the ability to accommodate smaller classes in remote areas by utilizing interactive televised networks (ITN) to provide lectures while having proctored testing and skills. SLFD had 10 students enrolled in that class and all ten became certified. Wizard had an ITN Paramedic Class beginning on November 2, 2017. This opportunity did not allow us the time to get the approval of City Council prior to the beginning of class. SLFD had discussed possibilities and options regarding our ability to (1) enroll our students in the Wizard class, (2) obtain authorization to expend budgeted funds, (3) defer the single tuition payment until we obtained approval of City Council (4) not miss this opportunity to cultivate six (6) more Paramedics and (5) postpone the next generation of SLFD Paramedics until sometime in very late 2019 or early 2020. SLFD talked with City Administrator De La Hoya who indicated that he was, with the concurrence of Legal, Finance, and Procurement, willing to allow this request for Paramedic training to be introduced at the November 15th Work Session and ratified at the November 21st Special Meeting; the Work Session was cancelled and these items were not resubmitted for consideration on the November 21st or subsequent meeting agendas. Legal, Procurement and Finance all expressed the concern that Wizard Education would have to agree to accept a payment after the class started and upon approval of City Council, allow our students to enroll and participate in the education and training without "officially" being enrolled or, if the ratification was not obtained, bill SLFD and accept a very much smaller amount for the 3 weeks of instruction received and our students would then cease participation in their class. Wizard has allowed SLFD personnel to start this class and is willing to defer our tuition payment until authorization for expenditure is ratified by City Council. SLFD students began their training November 2, 2017. The Ambulance Service was allocated \$50,000 for the Paramedic training within the FY18 budget; account 340-341-80036: Non-degree seeking certifications. Invoiced cost for this training is \$47,700.00. SLFD was also in need of scheduled EMS Refresher training for EMT and CEP personnel. Our desire was to provide both training classes at the same time, providing basic life support training at the same time as advanced life support training and limiting the impacts of the training schedule to one (1) week rather than two (2) classes, each for one week. Wizard was again willing to accommodate our request for such a class and to provide it on location at SLFD. This class was provided November 27 through December

1, 2017. And again, Wizard was willing to defer our tuition payment until authorization for expenditure is ratified by City Council. The Fire Department was allocated \$8,500 for the Refresher training within the FY18 budget; account 100-182-80036: Non-degree seeking certifications. Invoiced cost for this training is \$7,685.00. Thank you for your patience and understanding thus far. SLFD is also requesting City Council apply §36.02 EXCLUSIVE SERVICES of the City of San Luis Code to the ratification of the expenditure for Paramedic training. This section permits us to obtain services or commodities without bidding in the event that there is only one firm or company or individual capable of providing a particular service or commodity. As stated previously, SLFD cannot obtain Paramedic training within our desired timeline, for a small group of students such as we have and at our Fire Station, from any other provider except Wizard Education. SLFD considers them a “sole source provider” that can meet our immediate needs, criteria for classes and the education desired.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND RATIFY THE PURCHASE OF TRAINING SERVICES THROUGH WIZARD EDUCATION IN THE AMOUNTS OF \$47,700.00 AND \$7,685.00 AND I FURTHER MOVE TO WAIVE THE PROCUREMENT CODE FOR THE REASONS PRESENTED.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$47,700.00
BUDGETED AMOUNT: \$50,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Ambulance Service:
 Non-Degree Seeking &
 Certifications; 340-341-80036,
 balance of \$50,000.00

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

~~These are budgeted expenditures. Aside from the indicated expenditures, there is no other fiscal impact.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$7,685.00
BUDGETED AMOUNT: \$8,500.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Fire Department: Non-Degree
 Seeking & Certifications;
 100-182-80036, balance of
 \$8,500.00

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

~~These are budgeted expenditures. Aside from the indicated expenditures, there is no other fiscal impact.

Attachments

Paramedic Class Invoice
EMS Refresher Invoice

INVOICE

Number 11-27-17.SLFD
Tax ID 80-0018556

WIZARD EDUCATION



wizardeducation.com 623-388-8900

TO:

San Luis Fire Department
San Luis, AZ

DATE: November 29, 2017

Service	Location	Dates	Description	Amount
ALS - Refresher Program	San Luis FD	Nov 27-Dec 1, 2017	National Registry / AZ DHS Paramedic refresher program. 50 hour program with BLS, ACLS, PALS, AMLS and ITLS certifications included. \$585 x 11 = \$ 6435	\$6,435.00
			CE for EMTs \$250/student \$250 x 5 = \$1250	\$1,250.00
Please make check Payable to Wizard Education and mail to: Wizard Education LLC 9516 West Peoria Avenue #7 Peoria, AZ 85345				TOTAL \$7,685.00

THANK YOU



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.D.

Meeting Date: 12/27/2017

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2020. A resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the city of San Luis to become a member of the Yuma Regional Communications System. **(Hank Green, Fire Chief and Richard Jessup, Acting Chief of Police)**

SUMMARY:

The City of San Luis Fire and Police Departments are requesting a resolution to renew the existing Intergovernmental Governmental Agreement (IGA) with the Yuma Regional Communications System (YRCS) and accept the terms and conditions for membership in YRCS.. YRCS provides oversight, maintenance, repair, coordination and technical support for all public safety radios within Yuma County. Their guidance, support, and assistance are critical to the continued operation of the radios utilized by the San Luis Firefighters, Police Officers and our Public Safety Communications Center. They are our technical resource for programming of all portable and mobile radios, maintenance of software systems utilized for computer-aided dispatching (CAD), records management (RMS), tool, equipment and evidence inventory, electronic citations, prisoner bookings, shift management and personnel training records. YRCS has most recently represented its membership by negotiating a greatly reduced cost, significantly increased features of the software and recognition of dire need to provide agency training to all member agencies and users if the current software vendor is to obtain renewal of their contract. The strength of the buying power of YRCS could not be matched or duplicated by individual communities and agencies without the abilities or expertise of YRCS personnel. As a governmental agency member of YRCS, both the Fire and Police Departments have a seat and voting membership on the YRCS Advisory Board. The San Luis Fire and Police Departments are requesting continued participation in the Yuma Regional Communications System. There are no associated costs directly connected with this IGA. However, there are costs associated with the services related to maintenance, repair and "membership" in YRCS, based upon radio units utilizing the system or software modules applicable to the participating agencies. Those expenses have been authorized in agency budgets in previous years and will continue to be included in future, operational budget requests.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2020.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NO
CITY/STATE/FEDERAL FUNDS: N/A
TOTAL: 0.00
BUDGETED AMOUNT: 0.00
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 are no costs associated with this IGA or Resolution.

Attachments

Resolution No. 2020
IGA Terms of Membership YRCS
YRCS Information Sheet



Resolution

No. 2020

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING THE CITY OF SAN LUIS TO BECOME A MEMBER OF THE YUMA REGIONAL COMMUNICATIONS SYSTEM.

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

Section 1. That it is deemed in the best interest of City of San Luis and its residents that the City of San Luis become a member of the Yuma Regional Communications System (YRCS) for communications systems oversight and technical assistance.

Section 2. That a true copy of the Terms and Condition for Yuma Regional Communications Systems Member Agencies is incorporated herein as though fully set forth again in full.

Section 3. That the Mayor or City Manager and/or his designee are hereby authorized and directed to execute said Terms and Conditions on behalf of the City of San Luis and to take any and all actions as may be necessary to put the agreement into effect.

Section 4. That the San Luis City Clerk and/or her designee is authorized and directed to maintain said Terms and Conditions in the official files of the City Clerk and to deliver it to the Yuma Regional Communications System Council Chairperson.

[Signature page follows]

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this _____ day of December, 2017.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**TERMS AND CONDITIONS FOR
YUMA REGIONAL COMMUNICATION SYSTEMS MEMBER AGENCIES**

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

City of San Luis, Arizona (“Agency”) acknowledges, understands, and agrees to comply with the following terms and conditions (referred to as “Terms and Conditions”) in order to become a member of the Yuma Regional Communications System (referred to as “YRCS”). The Agency and the YRCS are sometimes referred to individually as the “Party” and collectively as the “Parties”.

1. **YRCS Bylaws:** The Agency shall comply with and be bound by all the YRCS bylaws, which are attached and incorporated into these Terms and Conditions by reference. The Agency shall also comply with and be bound by any other written YRCS guidelines, policies, rules, and regulations (collectively referred to as “YRCS Bylaws”).
2. **YRCS Council Structure:** The YRCS is governed by YRCS Council that consists of representatives from the City of Yuma (the “City”), Yuma County (the “County”), and other governmental public safety agencies as set forth in the YRCS Bylaws.
3. **YRCS Council Voting Rights:** The Agency shall only vote and participate in YRCS meetings as set forth in the YRCS Bylaws.
4. **YRCS Project Manager:** The Agency acknowledges and agrees that the YRCS Project Manager (i) is responsible for and has authority over the YRCS personnel and YRCS funds; (ii) assists with applying for and managing grants and federal reporting requirements associated with YRCS projects; and (iii) is responsible for communicating and informing the YRCS Council of any issues or concerns that may occur regarding the operation, support, and funding of the YRCS.
5. **YRCS Funding and System Access Fees:**
 - a. **Grants:** The Agency agrees to make reasonable efforts to secure grant funds to purchase and maintain YRCS equipment and support YRCS personnel.
 - b. **Annual Fees and Administrative Costs:** The Agency agrees to pay all fees set forth in this Section that are applicable to the Agency (the fees set forth in this Section are collectively referred to as the “Fees”). The Fees will fund for the following:
 - i. **Personnel:** Full time and/or part time technical personnel or other support personnel required to manage and maintain YRCS equipment, databases, and automated business applications used by the YRCS members. Fees may also be used for materials, supplies, travel, and training costs for personnel who support the YRCS.
 - ii. **YRCS Infrastructures:** Costs associated with the installation, support, maintenance, upgrade, replacement or repair of the YRCS infrastructure, such as routers, repeaters, and microwave equipment, security components, application servers, back-up systems, generators, cabling, antennas, and similar equipment.
 - iii. **Annual License and Vendor Subscription Costs:** Annual costs associated with vendor maintenance/warranty costs or hardware/software upgrades or license and subscription fees for the YRCS and associated end-users.
 - iv. **Vehicles and Test Equipment:** Costs associated with the purchase of vehicles and test equipment to be used for the support of all YRCS activities such as installation, support, and maintenance.
 - c. **Fee Due Date and Fee Adjustment:** The Agency shall pay all of its applicable Fees on or before July 30th of each year it participates in the YRCS. The YRCS Council shall review and set each of the Agency’s Fees annually no later than January 31st each year. The YRCS Project Manager shall give written notice to the Agency of the Agency’s Fee for the upcoming fiscal year within ten (10) days after the YRCS Council sets the Agency’s Fees for the upcoming fiscal year. After the YRCS Council sets the Agency’s Fees for the upcoming fiscal year, the Agency’s Fees will not be adjusted until the next fiscal year unless an unexpected incident occurs that is beyond the reasonable control of the YRCS members and the YRCS Council approves an emergency fee adjustment. The YRCS Council shall increase the Agency’s Fees if, at any time, there is a negative account balance of the YRCS fund. If the YRCS Council increases the Agency’s Fees at any time during the fiscal year, the YRCS Council shall provide written notice to the Agency of the change to the Fees no less than sixty (60) days prior to the due date of the increased Fees.

If the Agency joins the YRCS after July 1st, the Agency’s Fees for the Agency’s initial fiscal year will be prorated for the remainder of that fiscal year.
 - d. **Unused Funds:** All unused funds will be added to the contingency fund as designated by the YRCS Council. The YRCS Council can use the contingency fund to fund any approved system upgrades that it deems necessary.
 - e. **Billing and Payments:** The YRCS Project Manager will bill the Agency for the Agency’s annual Fees no later than July 1 of each year the Agency participates in the YRCS. The City of Yuma will receive and disburse payments for equipment and maintenance and provide accounting for the Fees.

- f. **Agency Fees:** The Agency shall pay the following fees, unless the fee is inapplicable to the Agency:
- i. **First-Year Fee:** The Agency shall pay a one-time, first-year fee if the YRCS Board determines in writing that the Agency is not contributing any equipment or resources to the YRCS. If applicable, the first-year fee is due prior to the Agency receiving access to the YRCS.
 - ii. **YRCS System Access:** The Agency shall pay an annual YRCS system access fee (“Access Fee”) for each of the lines of business that YRCS supports: Radio, CAD/RMS/Jail or Administration of Yuma County 911 Emergency System. The Agency’s Access Fee will be based upon YRCS personnel costs attributable to the Agency, maintenance and support costs attributable to the Agency, and the equipment and license quantities in use by the Agency on the date Agency joined YRCS or during the previous year.
 - iii. **Radio:** The Agency shall pay an annual radio fee for each radio the Agency connects to the YRCS systems. The radio fee permits the Agency to use the Regional Public Safety Grade P25 700/800MHz Radio System on per radio basis, and covers all labor performed by YRCS personnel for annual preventive maintenance, repairs, and programming for each radio. The Agency agrees and understands that Agency is solely responsible for all parts, material, and shipping costs to and from a manufacturer attributable to the Agency’s radios, and repairs performed by non-YRCS personnel. If the Agency has radio console equipment, the Agency’s radio fee also covers labor by YRCS personnel to support the Agency radio console equipment, but not include the cost of any parts, materials, or associated shipping costs. The Agency understands and agrees that the radio fee does not cover the replacement costs for aging, damaged, or stolen radios/equipment, and that such costs are the sole responsibility of the Agency. For purposes of this section, “radio” means a portable, mobile or control station radio.
 - iv. **Regional Public Safety Software Data System (CAD/RMS/JMS):** The Agency shall pay an annual regional public safety software data system fee (“Data System Fee”) for each MSP or mobile license issued to or in use by the Agency. The Data System Fee covers all Tyler Technologies and third-party software user license fees, and support of all software and hardware performed by YRCS personnel. The Agency is solely responsible for any and all costs for parts, material, shipping to and from the manufacturer, and any repairs performed by non-YRCS personnel. The Data System Fee allows the agency the use of the Regional Public Safety CAD/RMS/JMS System on per license basis.

The Agency understands and agrees that the Data System Fee does not cover the costs for the replacement of aging, damaged, or stolen equipment, and that such costs are the sole responsibility of the Agency.

- v. **Yuma County 911 Emergency System:** The Agency shall pay an annual Yuma County 911 Emergency System fee (“911 Fee”). The 911 Fee covers the Agency’s costs associated with the administration and management the Yuma County 911 Emergency System and associated data structures used in support of 911 services. The Agency’s 911 Fee shall be proportional based on the population of the Agency’s jurisdiction as compared to the total population of Yuma County. Population estimates utilized for the purposes of determining cost shares will be the Department of Economic Security official estimates in effect at the time the 911 fee is requested.

If the Agency classified as a Public Safety Answering Point (PSAP), the Agency shall contribute an additional \$7,500.00 annually or the then current prevailing rate as set by the Yuma County 911 Administrator, toward the cost of administering the Yuma County 911 Emergency System.

- vi. **Brazos E-Citation:** If the Agency uses the Regional Public Safety Public Safety CAD/RMS/JMS System and has a license(s) to the E-Citation solution, the Agency shall pay an E-Citation fee for each license issued to the Agency. The E-Citation fee covers the Agency’s software user license fees, and support of all software and hardware performed by YRCS personnel. The Agency is solely responsible for any and all costs for parts, material, shipping to and from the manufacturer, and any repairs performed by non-YRCS personnel.

The Agency understands and agrees that the E-Citation fee does not cover the costs for the replacement of aging, damaged, or stolen equipment, and that such costs are the sole responsibility of the Agency.

- vii. **Jail Management System (JMS):** If the Agency participates in the Regional Public Safety CAD/RMS/JMS System and the Jail Management System, the Agency shall pay a jail management system fee (“Jail Fee”) for each license issued to the Agency. The Jail Fee covers all Tyler Technologies and third-party software user license fees, and support of all software and hardware performed by YRCS personnel. The Agency is solely responsible for any and all costs for parts, material, shipping to and from the manufacturer, and any repairs performed by non-YRCS personnel.

The Agency understands and agrees that the Data System Fee does not cover the costs for the replacement of aging, damaged, or stolen equipment, and that such costs are the sole responsibility of the Agency.

- viii. **Zetron Fire Station Alerting:** If the Agency participates in Fire Station Alerting, the Agency shall pay the actual total hourly costs of YRCS personnel, and the cost of any and all equipment and material purchased by YRCS to support the Agency. The Agency is solely responsible for any and all costs for parts, material, shipping to and from the manufacturer, and any repairs performed by non-YRCS personnel. The Agency understands and agrees that any fees paid under this subsection do not cover the costs for the replacement of aging, damaged, or stolen radios/equipment, and that such costs are the sole responsibility of the Agency.

- ix. **COPLINK:** If the Agency uses the Regional Public Safety Public Safety CAD/RMS/JMS System and has a license(s) to the COPLINK solution, the Agency shall pay a COPLINK fee for each license issued to the Agency. The COPLINK fee covers the Agency’s software user license fees, and support of all software and hardware performed by YRCS personnel. The Agency is solely responsible for any and all costs for parts, material, shipping to and from the manufacturer, and any repairs performed by non-YRCS personnel. The Agency understands and agrees that the COPLINK fee does not cover the costs for the replacement of aging, damaged, or stolen equipment, and that such costs are the sole responsibility of the Agency.

- x. **Other YRCS Fees:** The Agency shall pay annual fees if the YRCS Board determines in writing that the Agency is not contributing any equipment or resources to the YRCS but requires YRCS support in the form of IT services, project management and any labor that Agency receives from the YRCS. The Agency’s Other YRCS Fee will be based upon YRCS personnel costs attributable to the Agency, maintenance and support costs attributable to the Agency, and the equipment and license quantities in use by the Agency on the date Agency joined YRCS or during the previous year.

- 6. **Access Rights and Privileges:** If the Agency fails to pay all of the required Fees within ninety (90) days after the Fees become due, the Agency immediately forfeits all rights and privileges covered under these Terms and conditions and the Agency shall lose access to and use of the YRCS. The Agency shall retain ownership of any portable and mobile radio equipment, servers, or computer hardware and software and accessories purchased by the Agency, unless such equipment, hardware, or software was purchased with grant funds or obtained on behalf of the YRCS. The Agency shall return all equipment purchased with grant funds or obtained on behalf of the YRCS to the YRCS.

- 7. **Items Not Covered by Fees:** The Fees described in Section 7 above do not include costs associated with the replacement or repair of Agency specific YRCS equipment, such as portable and mobile radios, hand held devices, laptop or desktop computers, and associated accessories, that are not covered under existing warranties. The Agency is solely responsible for all shipping and outside vendor labor and parts costs associated with repair or replacement of the Agency specific equipment described in this Section.

- 8. **Contracts and Procurement for YRCS:** The City of Yuma shall procure all purchasing and support contracts for the YRCS system. The procurement of YRCS equipment must comply with all applicable City and State procurement laws and regulations. The YRSC Project Manager will be responsible for maintaining and overseeing the purchasing and support contracts for all services required for the YRCS.

- 9. **Term:** The Agency shall become a member of the YRCS upon (i) execution of these Terms and Conditions and (ii) approval by the YRCS Council, as indicated by the execution of the YRCS Chairperson below. The Agency shall remain a member of the YRCS for five (5) years, unless (i) the Agency terminates its membership pursuant to Section 10 of these Terms and Conditions; (ii) the Agency forfeits its membership rights pursuant to Section 6 of these Terms and Conditions; or (iii) the intergovernmental agreement executed by the City of Yuma and Yuma County and recorded in the Yuma County Recorder’s Office at Fee #2011-05590, expires or is terminated.

- 10. **Termination:** The Agency may terminate its membership in the YRCS by providing one (1) year written notice of termination to the YRCS Council Chairperson. If the Agency terminates or forfeits its membership in the YRCS, the Agency shall, on or before the date the Agency’s termination becomes effective, pay a termination fee equal to the sum of the Agency’s portion

of all contracts with third-party vendors for the YRCS existing as of the termination date. By way of illustration of the preceding sentence, if the Agency terminates its membership in the YRCS while there are 3 years remaining in a third-party vendor contract for the YRCS, the Agency's termination fee is the sum of the amount the Agency would have paid over the remaining 3 years of the third-party vendor contract. Any Agency specific hardware and software not purchased with YRCS grant funds, or if not needed by YRCS for system functionality, may remain the property of the Agency if approved in writing by YRCS Council.

11. **Authorized Use:** The Agency shall not permit any other public or private entity to use the YRCS, including but not limited to YRCS' interfaces and radio system talk groups, unless otherwise agreed to by vote of YRCS Council prior to the use of the YRCS by a non-YRCS member.
12. **Notices:** All notices or demands upon either Party shall be in writing and all shall be delivered in person or sent by certified mail addressed as follows:

To the YRCS:

City of Yuma
Attn: ITS Dept - YRCS
YRCS Project Manager
One City Plaza
Yuma, Arizona 85364

With a copy to

Yuma County
Attn: Yuma County Sheriff
106 S. 3rd Ave
Yuma, AZ 85364

To the Agency:

City of San Luis, Arizona
Attn: City Manager
1090 East Union Street (in person)
P.O. Box 1170 (by mail)
San Luis, Arizona 85349
(928) 341-8500

13. **Indemnification:** Each Party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its agents, officials, employees, directors, and representatives ("Indemnitee") from and against any and all claims, losses, liabilities, fines, damages, and expenses arising out of or resulting from Indemnitor's negligent acts, mistakes, errors, or omissions in the Indemnitor's performance under these Terms and Conditions.
14. **No Partnership:** It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.
15. **Compliance with Non-Discrimination Laws:** The Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
16. **Jurisdiction/Venue:** Any action to enforce any provision of these Terms and Conditions or to obtain any remedy with respect these Terms and Conditions shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
17. **Entire Contract and Amendments:** This instrument contains the entire agreement between the Parties hereto and supersedes all prior and contemporaneous agreements, discussions and representations related thereto. No supplement, modification or amendment hereof shall be binding and effective unless in writing and signed by both Parties.
18. **Compliance with Law:** The Agency shall comply with all federal, state and local laws, regulations and ordinances.
19. **Non-Waiver:** The failure or delay of either Party to insist upon strict performances of any of the provisions of these Terms and Conditions, or to exercise any of the rights or remedies provided by these Terms and Conditions, shall not release either Party from any of the responsibilities or obligations imposed by law or by these Terms and Conditions, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of these Terms and Conditions
20. **Construction and Severability:** These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Arizona. If any provision of these Terms and Conditions are held invalid the remainder of the Terms

and Conditions shall not be affected thereby and all other parts of these Terms and Conditions shall be in full force and effect.

- 21. Attorney's Fees.** In the event of litigation under these Terms and Conditions, the prevailing Party shall be entitled to recover its costs and fees, including reasonable attorney's fees as determined by the court in such action.
- 22. Authorized Signatory.** Each Party warrants that the person signing these Terms and Conditions on behalf of the Party is authorized to execute and accept Agreements of this nature.
- 23. Boycott of Israel.** To the extent applicable under A.R.S. § 35-393.01, the Agency certifies the Agency is not engaged in a boycott of Israel as of the effective date of these Terms and Conditions, and agrees for the duration of these Terms and Conditions to not engage in a boycott of Israel.
- 24. Legal Arizona Workers Act Compliance:** To the extent applicable under A.R.S. § 41-4401, the Agency warrants, to the extent applicable under A.R.S. § 41-4401, that the Agency has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that the Agency warrants compliance with all federal immigration laws and understand that any breach of this warranty subjects the Agency and the Agency's contractors to penalties, including termination of these Terms and Conditions; and finally, understands that City has the right to inspect the Agency or the Agency's contractor's papers or of any of their employees participating in the YRCS to ensure compliance with this Section.

By signing below, the Agency agrees that understands these Terms and Conditions, and accepts the Terms and Conditions, and agrees to be legally bound by this document.

YRCS Council

City of San Luis, Arizona

Leon Wilmot, YRCS Council Chairperson

Gerardo Sanchez, Mayor

Date: _____

Date: _____

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this ____ day of December, 2017

Kay Marion Macuil
San Luis City Attorney



Yuma Regional Communication Systems (YRCS)

The Yuma Regional Communications System (YRCS) is a regional robust, state-of-the-art land mobile radio (LMR) system providing critical operable and interoperable two-way communications for public safety and public service agencies. The YRCS is a Project 25 (P25 digital standard) trunked radio system using 700 and 800 MHz frequencies and provides wide area communications across several counties in Arizona as well as offering interoperability with some neighboring jurisdictions in California. YRCS currently partners - support with over 70 local, state and federal agencies. The system is used for day-to-day response level communications as well as interoperability across jurisdictions and public safety disciplines. The system consists of one ASTRO 25 zone. All Radio Frequency (RF) sites within Yuma County are interconnected via encrypted microwave radio links in a ring topology. The connected RF site infrastructure includes thirty (30) non-simulcast 700 MHz sites throughout the State of Arizona. The enterprise radio system is operational in Yuma, La Paz/Mohave, Maricopa, Pinal, Pima, Gila, Graham, Yavapai, Cochise and Santa Cruz counties. YRCS has fifteen (15) dispatch locations and forty-eight (48) dispatch operator positions. The shared radio system is primarily used by local, state, and federal agencies in the Yuma and La Paz regions. If you would like to join YRCS please contact the Information Technology Department.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.E.

Meeting Date: 12/27/2017

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

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

Action Requested: Motion
Ordinance - 2nd Reading

ITEM:

Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 373. An ordinance of the Mayor and City Council of the City of San Luis, Arizona changing the San Luis City Code by deleting Section 30.076 on prohibiting same-day passage of ordinances, by amending sections 30.77 and 30.78 to allow for one reading and same day passage of ordinances; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

- A. Approval of Second Reading of Ordinance No. 373 by title only
(City Clerk to read ordinance by title only)
- B. Approval and adoption of Ordinance No. 373

SUMMARY:

The purpose of this ordinance is to eliminate delay in passing ordinances where state law allows for it. Currently, the City Code requires two (2) readings of ordinances. The first and second readings must be on different days.

This proposed ordinance requires only one reading of ordinances and allows for passage on the same day as the reading. This ordinance does not change the effective date of ordinances because state law requires a 30-day wait for an ordinance to become effective. Only in cases of emergency can an ordinance become effective immediately.

RECOMMENDATION / SUGGESTED MOTION:

- A. I MOVE TO APPROVE SECOND READING OF ORDINANCE 373 BY TITLE ONLY.**
(CITY CLERK TO READ THE ORDINANCE BY TITLE ONLY)
- B. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 373**

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact for this item.

Attachments

Ordinance No. 373



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 373

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA CHANGING THE SAN LUIS CITY CODE BY DELETING SECTION 30.076 ON PROHIBITING SAME DAY PASSAGE OF ORDINANCES, BY AMENDING SECTIONS 30.77 AND 30.78 TO ALLOW FOR ONE READING AND SAME DAY PASSAGE OF ORDINANCES; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1. Section 30.076 of the San Luis City Code titled "Same Day Passage Prohibited" is hereby repealed.

Section 2. Section 30.077 of the San Luis City Code is amended to read:

§30.077 SINGLE READING OF ORDINANCE AND VOTE AT SAME MEETING

- (A) All proposed ordinances shall have one reading.
- (B) The reading may be by title only if the written proposed ordinance is available to Council.
- (C) By majority vote of Council Members present, the proposed ordinance may be read in full.
- (D) The reading of the proposed ordinance and the vote on the passage of proposed ordinance shall be at the same Council Meeting.
- (F) Upon completion of the reading by title only or in full and after the main motion for passage of the proposed ordinance is seconded, Council shall vote on passage of the proposed ordinance.

Section 3: Repeal of Conflicts. In the event of a conflict between the provisions of this ordinance and any other ordinance, code, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced.

Section 4: Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____ day of November 2017.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.F.

Meeting Date: 12/27/2017

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

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

Action Requested: Motion
Ordinance - 2nd Reading

ITEM:

Discussion and possible action on any and all matters regarding Second Reading of Ordinance No. 374. An ordinance of the Mayor and City Council of the City of San Luis, Arizona amending Section 30.075 of the San Luis City Code by requiring prior approval of suggested orders and Section 30.078 providing that orders are effective immediately upon passage; repealing any conflicting provisions; providing severability. **(Kay Marion Macuil, City Attorney)**

- A. Approval of Second Reading of Ordinance No. 374 by title only
(City Clerk to read the Ordinance by title only)
- B. Approval and adoption of Ordinance No. 374

SUMMARY:

By state law, ordinances and resolutions become effective 30 days after passage by City Council. Administrative actions which are referred to frequently, are best handled by the formality of a written, numbered document but often it is preferable that the action of Council become effective immediately so as not to delay implementation.

In addition to ordinances and resolutions, the San Luis City Code provides for "orders" in Section 30.080. However, there is no mention when they become effective. Ordinance No. 374 provides that orders become effective immediately and clarifies that "orders" receive the same review by staff that ordinances and resolutions receive.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE SECOND READING OF ORDINANCE NO. 374 BY TITLE ONLY.
(CITY CLERK TO READ THE ORDINANCE BY TITLE)
I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 374.

Supporting information not attached to the Agenda Item Review Form:

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact for this item.

Attachments

Ordinance No. 374



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 374

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING SECTION 30.075 OF THE SAN LUIS CITY CODE BY REQUIRING PRIOR APPROVAL OF SUGGESTED ORDERS AND SECTION 30.078 PROVIDING THAT ORDER ARE EFFECTIVE IMMEDIATELY UPON PASSAGE; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1. Section 30.075 of the San Luis City Code is amended to read as follows:

§30.075 PRIOR APPROVAL

All ordinances, resolutions, orders and contract documents shall, before presentation to the Council, have been reviewed as to form by the Attorney and shall, when there are substantive matters of administration involved, be referred to the person who is charged with the administration of the matters. The person shall have an opportunity to present his or her comments, suggestions and objections, if any, prior to the passage of the ordinance, resolution, order or acceptance of the contract.

Section 2. Section 30.078 of the San Luis City Code is amended to read as follows:

§30.078 EFFECTIVE DATE OF ORDINANCES, RESOLUTIONS, FRANCHISES AND ORDERS

- (A) No ordinance, resolution or franchise shall become operative until 30 days after its passage by the Council and approval by the Mayor, except measures necessary for the immediate preservation of the peace, health or safety of the city; approved by the affirmative vote of three-fourths of all the members elected to the Council, taken by ayes and nays.

(B) Orders shall become effective upon passage unless Council provides for a specific effective date in the order.

Section 3: Repeal of Conflicts. In the event of a conflict between the provisions of this ordinance and any other ordinance, code, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced.

Section 4: Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED, ADOPTED and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this ____ day of November 2017.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.A.

Meeting Date: 12/27/2017

Department Head: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Acting Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Board of Adjustment
Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Variance Case No. 2017-0722. A request by Juan Luna, owner, for a Variance to build a 6 foot wall on the property line instead of the 3 feet 6 inches required. The property is located at 1271 N. Ruiz Avenue, San Luis, Arizona. **(Jose A. Guzman, Acting Director of Planning and Zoning)**

A. Open public hearing

1. Presentation by staff and/or applicant
2. Call to the Public on this item

B. Close public hearing

C. Action on Variance Case No. 2017-0722

SUMMARY:

The subject property is located in a Medium-High Density Residential (R-2) Zoning District; Assessor's Parcel No. 776-20-231 located at 1271 N. Ruiz Avenue, San Luis, Arizona.

The reason for the request is to build a six (6) foot wall in the front yard setback along the property line. As per Section 152.219(A) of the City of San Luis Code of Ordinances, "In all districts a fence or wall or hedge may be erected or maintained at a height no greater than three feet, six inches (3'6") within the required front and street side setback." In this case the front yard setback required is 20 feet.

GENERAL PLAN:

This area is designated as Neighborhood in the City of San Luis 2020 General Plan. The Neighborhood Land use designation allows all types of residential development.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. We have received comments from the following agencies:

1. Fire Department Comments (12/06/17)
2. Public Works Comments (12/21/2017)

As required by State Statute, staff sent 30 notification letters to property owners within 300 feet of the proposed project. The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CRITERIA FOR APPROVAL:

All requests for a variance from the City of San Luis Zoning Ordinance must meet the criteria for a variance as set forth in the City of San Luis Zoning Ordinance. A variance is not a right. It may be granted to an applicant only if the applicant establishes compliance with all of the hardship criteria established in A.R.S. §9-462.06 and in Sec 3.5 (C.) of this ordinance. In all cases, the application shall address all of the following hardship criteria:

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.
2. The above special circumstances or conditions are pre-existing and are not created or self-imposed by the owner or applicant.
3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.
4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public's welfare.

The Arizona Revised Statutes (§9-462.069-462.06. Board of Adjustment) further states that the Board may not:

1. Make any changes in the uses permitted in any zoning classification or zoning district.
2. Grant a variance if the special circumstances applicable to the property are self-imposed by the property owner.

ANALYSIS:

Staff has reviewed this request and has determined that the request does not meet the criteria for granting a variance from the Zoning Regulations.

1. There exist special circumstances or conditions regarding the land or building referred to in the application, which do not apply to other properties in the zoning district.

The majority of the lots within this subdivision have a rectangular shape. The odd configuration of this lot makes it different than other lots in the neighborhood.

2. The above special circumstances or conditions are pre-existing and are not created or self-imposed by the owner or applicant.

The design of the lot was created during the subdivision process. However, this request is self-imposed as they are able to build a 3.5 foot 6 inches on property line or a 6 foot wall with proper setback.

3. The variance is necessary for the preservation of substantial property rights. Without a variance the property cannot be used for purposes otherwise allowed in this zoning district.

The ability to use the property as a residence is not compromised by this request. The owner can build a 6 foot wall respecting the setbacks and have a private yard for family activities and privacy. There are corner lots within the subdivision that have the driveway on the side; the owner built a fence respecting the setbacks and has a yard for privacy.

4. The authorizing of the variance will not be materially detrimental to persons residing or working in the vicinity, to adjacent property, or to the neighborhood or the public's welfare.

Having a 6 foot wall along this property may create traffic issues and puts in danger the public's welfare.

STAFF RECOMMENDATION:

Staff has reviewed this request and have determined that although there are special circumstances pertaining to the lot, this request does not meet the eligibility criteria to grant a variance, therefore staff

recommends denial of Variance Case No. 2017-0722.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN PUBLIC HEARING.

1. Presentation by staff and/or applicant
2. Call to the Public on this item

B. I MOVE TO CLOSE PUBLIC HEARING.

C. I MOVE TO DENY BECAUSE THE APPLICATION DOES NOT MEET THE CRITERIA FOR A VARIANCE.

Supporting information not attached to the Agenda Item Review Form:

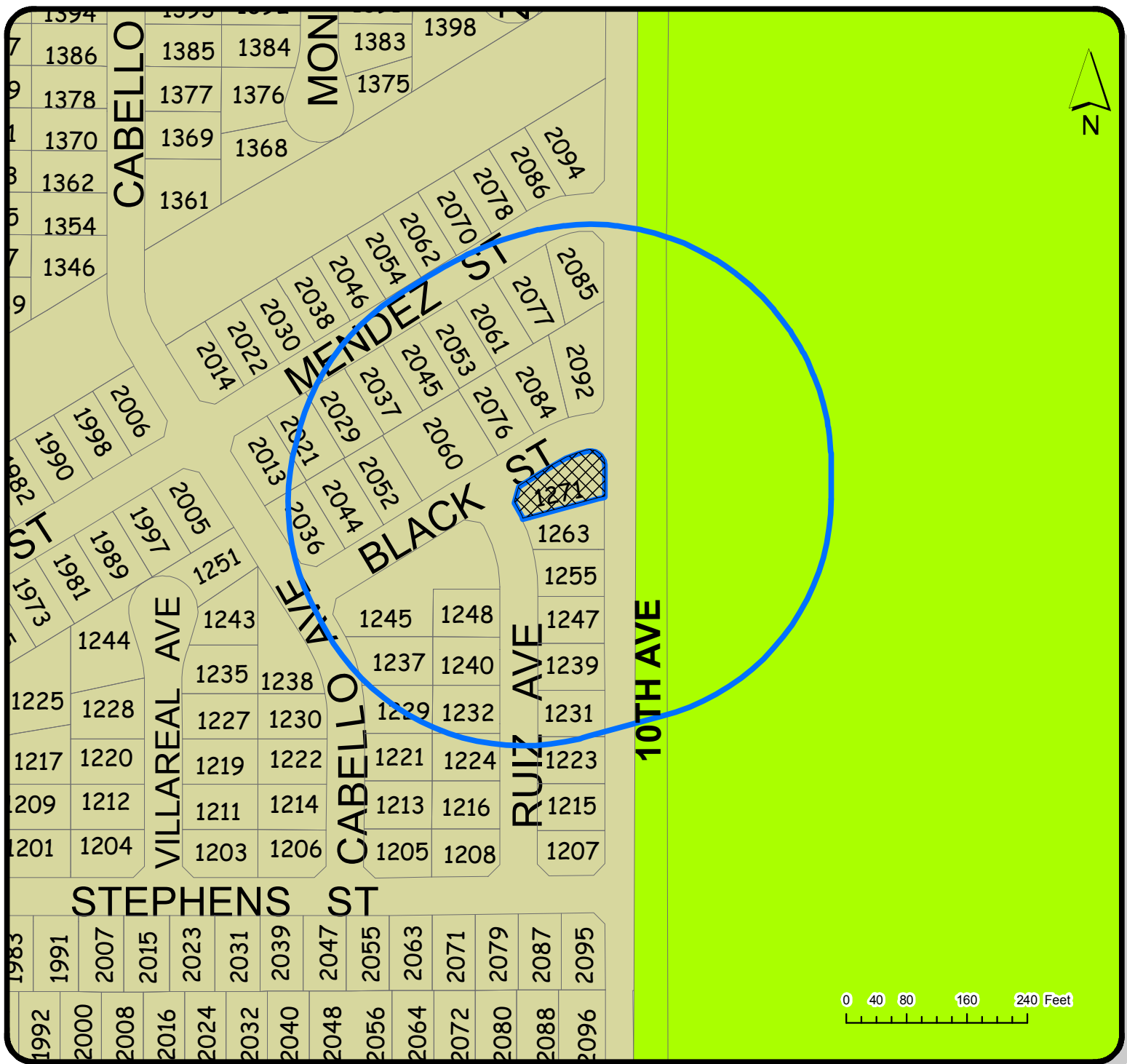
N/A

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

Location Map
Proposed and Option
Pictures of Location
Letter of Request
Fire Department Comments (12/6/2017)
Public Works Comments (12/21/2017)



LOCATION OF SUBJECT PROPERTY

Location Map

VARIANCE

1271 N RUIZ AVE - 77620231
 Subdivision: BIENESTAR EST 7B Lot: 231
 Section: 06 Township: 11S Range: 24W

MULTIPLE RESIDENCE ZONING DISTRICTS
 R-2
 SINGLE RESIDENCE ZONING DISTRICTS
 RA-10

Date:
 11/30/2017



Prepared By:
 IG

Case No.:
 2017-0722
 6ft WALL

Checked By:
 ROMAN PACHECO

APPROVED BY:
 JOSE A. GUZMAN

Variance Case No. 2017-0722

6 foot wall on front yard setback



Black St

Lot Frontage

Proposed 6 ft wall

Google Earth

© 2017 Google

100 ft



Variance Case No. 2017-0722

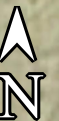
Option to install wall within setbacks

Option to install 6ft wall

Option- rear yard without a Variance

Black St

Lot Frontage



Variance Case No. 2017-0722

6 foot wall on front yard setback

Mendez St

Black St

Ruiz Ave

10th Ave

Project Area

Example of corner lot with side entrance driveway

Example of lot with odd configuration

Google Earth

© 1027 Google

100ft







BLACK ST





BLACK ST

STOP

- a. The lot the house is built in a corner lot located in 1271 N. Ruiz Ave., San Luis, AZ 85349. The lot is cut in a pizza shape and has the fire hydrant in the middle part at the end of the lot, which was supposed to be the front. Due to these circumstances, the lot shape and the fire hydrant, the front of the house needed to be built facing north so that the garage could fit and have the correct measurements.
- b. The shape of the lot was already set by the city when they were divided. The lot has a different shape plus the fire hydrant. See attachment.
- c. We want to build a 6ft wall on the west side of the house. All the other property owners had the chance to build a wall in their backyard and have a private space to enjoy time with their family. We want to have the same opportunity to be able to have a private backyard. There was no option to build the front of the house facing west due to the shape and fire hydrant that is located in the west side as well.
- d. We want to build the wall facing west. There is a stop sign located in the corner north west of the house. If the wall is built there are no risks of blockage for the cars going north since they will have to stop prior to turning. there are no houses in the west side of the house, there is a dip. This is the wall will be facing.

RECEIVED

2017 OCT 30 PM 12:04

DEPT OF PLANNING & ZONING
CITY OF SAN LUIS, AZ

Untitled Map

Write a description for your map.

Legend

6'±
Wall

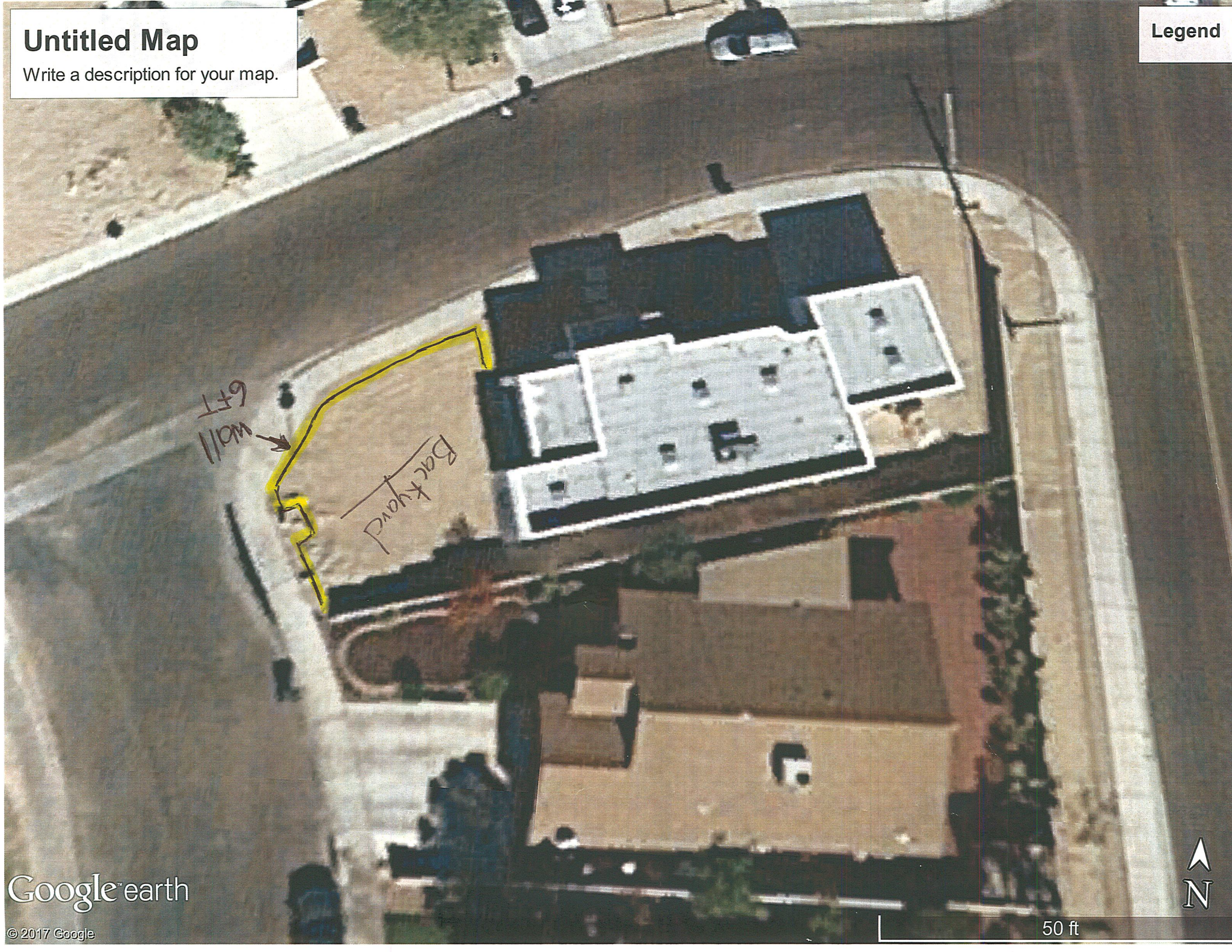
Backyard

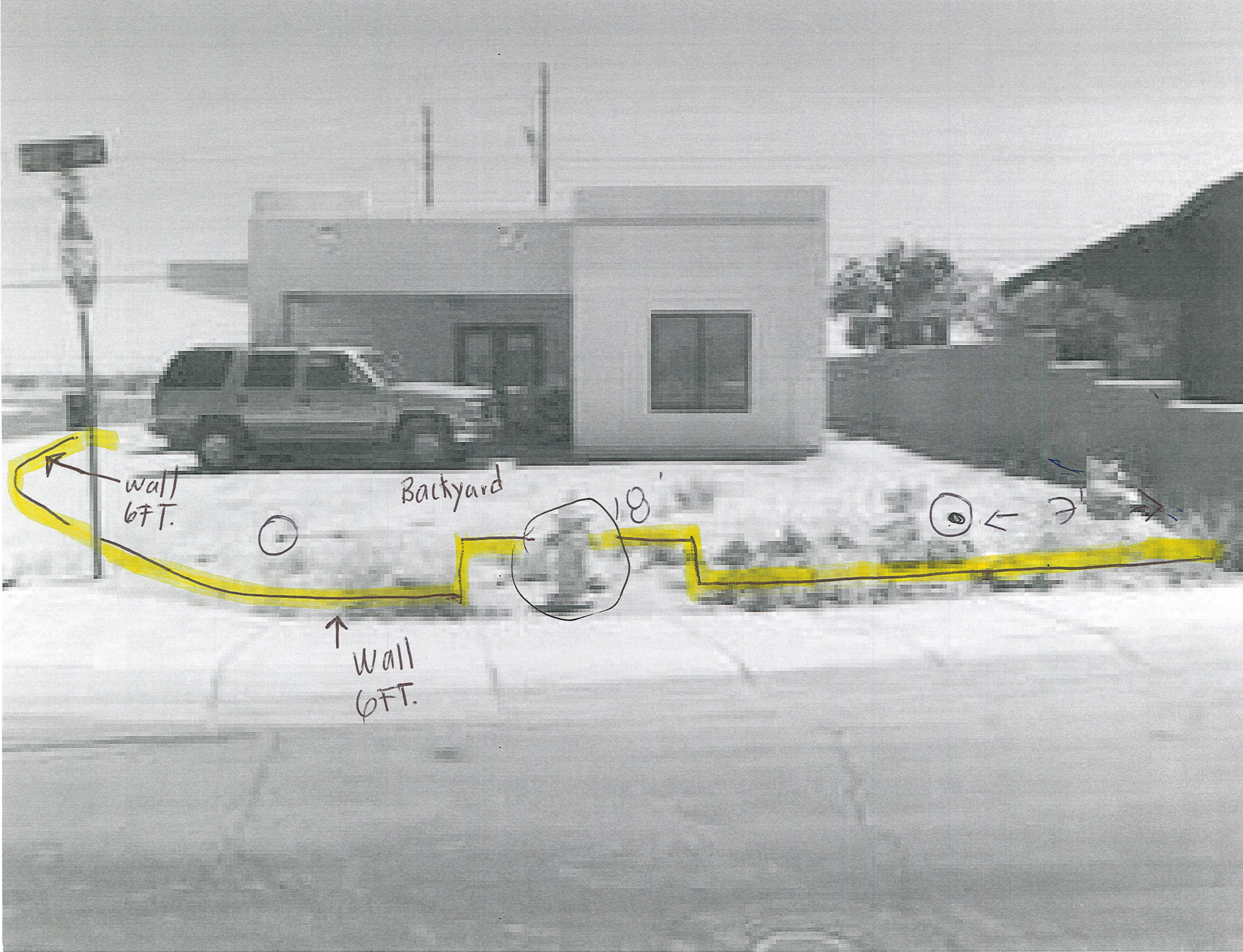
Google earth

© 2017 Google



50 ft





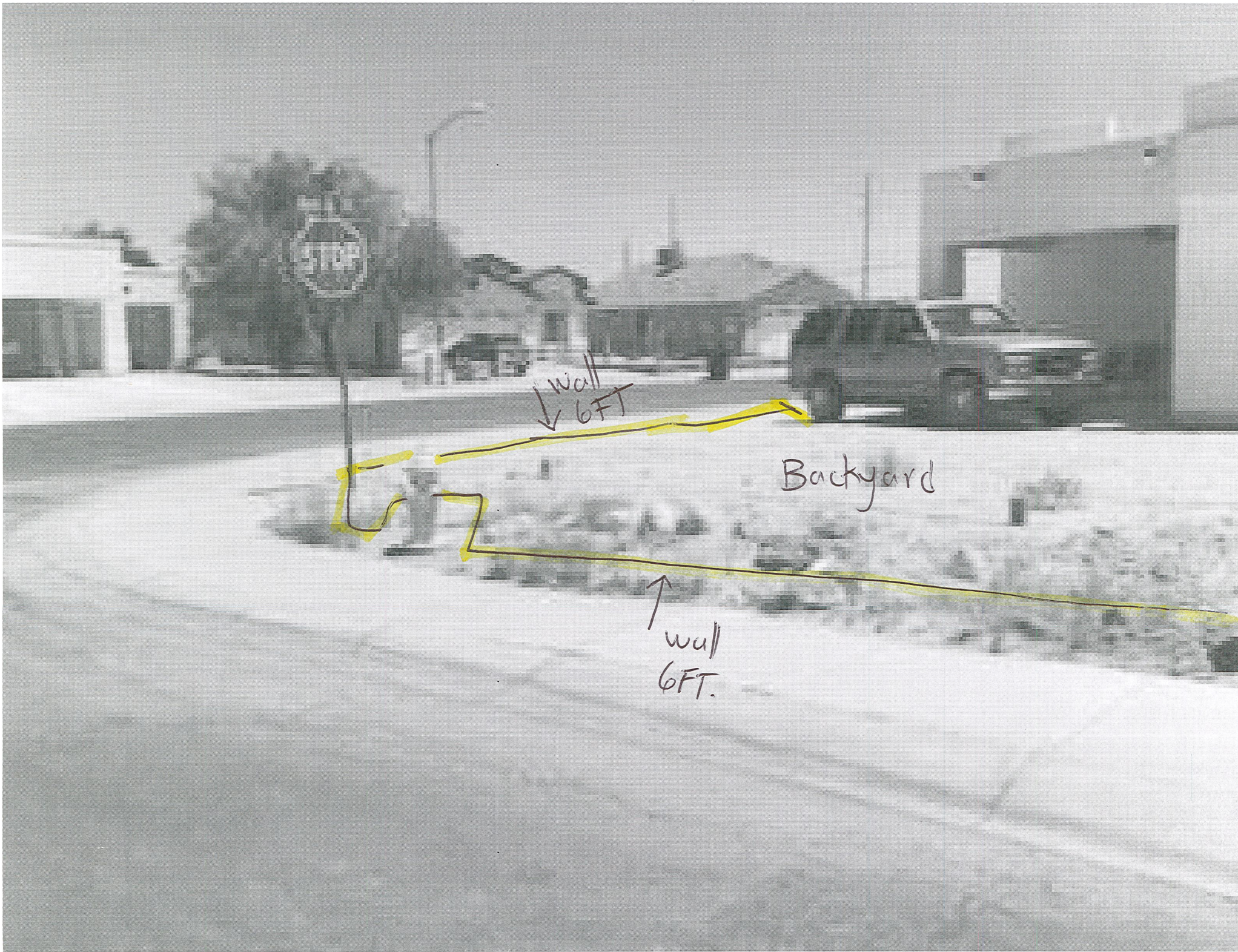
wall
6FT.

Backyard

18'

↑
wall
6FT.





wall
6FT

Backyard

wall
6FT.



December 5, 2017

VARIANCE CASE NUMBER: 2017-0722 / 6 ft. wall

CASE SUMMARY: A request by Juan Luna, owner, for a Variance to build a six (6) foot wall instead of the three feet, six inches (3'6") as required per section 152.219 – (A) of the City of San Luis Code of Ordinances. The property is in a Medium-High Density Residential (R-2) Zoning District; Assessor's Parcel No. 776-20-231 located at 1271 N. Ruiz Avenue, San Luis, Arizona.

PUBLIC HEARING: December 27, 2017

COMMENTS DUE: December 11, 2017

Your comments on this case will help us prepare an accurate and timely staff report. Your comments on this case will be inserted as is into the staff report with your name, department, and telephone number, should the applicant have any questions. Your comments are a public record and will be available to the public, media, and the applicant, in addition to the Board of Adjustment hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 928-341-8563, extension 2014, or at jaguzman@cityofsanluis.org.

Thank you,

Jose A. Guzman
Acting Planning & Zoning Director

Attachment: Location Map and Site Plan

COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department has no comments at this time, but reserves the right to comment upon subsequent submittals. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:

12/06/17

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: Rpacheco@cityofsanluis.org

Roman Pacheco

From: Eulogio Vera
Sent: Thursday, December 21, 2017 4:49 PM
To: Roman Pacheco
Subject: RE: Request for Comments for Variance Case No. 2017-0722 - 6 ft. wall

Roman,

Public Works has reviewed the request and has the following comments:

- 6' wall will most likely provide a sight distance issue and one reason why the requirement of short fences on intersections.

Thanks
Eulogio

From: Roman Pacheco
Sent: Tuesday, December 05, 2017 6:01 PM
Subject: Request for Comments for Variance Case No. 2017-0722 - 6 ft. wall

Good Evening,

Please find attached request for comments form, location map, and site plan for your review. If you have any questions concerning this request, please contact the office of the Planning and Zoning Department.

Thanks,

Roman Pacheco
Planning Technician
Planning & Zoning Department
1090 E. Union Street | P.O. Box 3750
San Luis, Arizona 85349
P: 928.341.8563 Ext. 2047 | F: 928.341.8599
www.cityofsanluis.org





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

10.

Meeting Date: 12/27/2017

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

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

Action Requested: Motion

ITEM:

EXECUTIVE SESSION

MOTION TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§38-431.03(A)(1), 38-431.03(A)(3), 38-431.03(A)(4) and 38-431(A)(5)

Discussion and possible action to hold an Executive Session pursuant to the authority of A.R.S. §§38-431.03(A)(1), 38-431.03(A)(3), 38-431.03(A)(4) and 38-431(A)(5) regarding an employee salary survey, possible implementation, and impacts on existing employee contracts and benefits. **(Kay Marion Macuil, City Attorney)**

SUMMARY:

Discussion or consultation with the City Attorney as set-out in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO GO INTO EXECUTIVE SESSION AS DESCRIBED IN THE AGENDA ITEM.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is not attached to this Agenda Item Review Form.

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):

Pursuant to ARS §38-431.03(D) no action will be taken. The purpose of this item is only for discussion or consultation for legal advice with the City Attorney.
