



NOTICE OF WORK SESSION

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 Work Session meeting at 6:30 p.m., Wednesday, August 16, 2017. The Work Session 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 SESION DE TRABAJO

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 Sesión de Trabajo a las 6:30 p.m., el día Miércoles 16 de Agosto 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
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 16, 2017
6:30 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.

1. **CALL TO ORDER/ROLL CALL**
2. **AGENDA ITEM(S):**
 2. A. Discussion and possible directions to staff on any and all matters regarding Conditional Use Permit Case No. 2017-0432. A request by Arely Cardenas on behalf of Robert Bruce and Ivonne Jackson, property owners, for a conditional use permit to allow outdoor sales and displays on property located at 588 N. Main Street, San Luis, Arizona. **(Jose A. Guzman, Acting Planning and Zoning Director)**
 2. B. Discussion and possible directions to staff on any and all matters regarding the authority to contract for services to validate, codify, develop and provide ongoing consultation and training for the City of San Luis, San Luis Fire Department, base hospital and State of Arizona's policies, department guidelines, procedures and protocols. **(Hank Green, Fire Chief)**
 2. C. Discussion and possible directions to staff on any and all matters regarding a work session to discuss and consider a plan to refinance taxable and tax-exempt loans from the Greater Arizona Development Authority entered into in 2009 which financed and refinanced the costs of an approximately 84,000 square foot building, portions of which have been leased by the city, by entering into refunding installment purchase agreements, the interest paid on which will be either taxable or tax-exempt as would be most advantageous to the city. **(Mark Reader, Managing Director in Public Finance, Stifel)**
3. **DISCUSSION ITEM(S):**
 3. A. Discussion and possible directions to staff on any and all matters regarding the new monthly Street Sweeper Schedule for the Department of Public Works, Highway Users Division. **(Manuel Rojas, Assistant Public Works Director)**
 3. B. Discussion and possible direction to staff on any and all matters regarding the implementation of the new Interactive Voice Response (IVR) system from XpressBillPay. **(Jorge Perez, Billing & Collections Manager)**
4. **ADJOURNMENT**

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session

2.A.

Meeting Date: 08/16/2017

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Conditional Use Permit Case No. 2017-0432. A request by Arely Cardenas on behalf of Robert Bruce and Ivonne Jackson, property owners, for a conditional use permit to allow outdoor sales and displays on property located at 588 N. Main Street, San Luis, Arizona. **(Jose A. Guzman, Acting Planning and Zoning Director)**

SUMMARY:

In an effort to improve pedestrian access in Community Commercial Zoning District (C-2), City Council adopted Ordinance No. 338 on May 27, 2015. This ordinance amended the Zoning Regulations by requiring a conditional use permit to allow outdoor sales and displays and only if the following conditions are met:

Products and services displayed outdoors are customary, accessory, and incidental to those sold and displayed in a primary business being conducted in a permanent building on the property.

1. Outdoor sales and displays do not interfere with pedestrian access ways, walk-ways, fire lanes, required parking spaces, driveways, landscape areas, or traffic visibility at driveway entries and street intersections.
2. The combined outdoor sales and displays areas do not exceed ten percent (10%) of the business's gross square footage.

Since Ordinance No. 338 was adopted this is the first request submitted for a conditional use permit for outdoor sales and displays. The request is to allow electronics and clothes to be displayed outside Gomart, business located in the downtown area at 588 N. Main Street.

CITIZEN REVIEW MEETING:

The Citizen Review Meeting was held on June 27, 2017 at City Hall Council Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions, and express any comments. There were no one from the public present.

AGENCY REVIEW:

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

1. City of San Luis Fire Department (6-26-17)
2. City of San Luis Building Safety Division (6-26-17)
3. City of San Luis Community Development Department (6-28-17)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (19 letters). The City has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

PLANNING AND ZONING COMMISSION MEETING:

This item was presented to the Planning and Zoning Commission at their regular meeting of July 11, 2017. During that meeting the Commission asked questions to the representative and to staff. Staff analysis and recommendation was to deny the request. The item was continued to the August meeting in order to give the opportunity to the applicant to explore more options and try to address staff concerns.

The item was presented to the Commission again on their regular meeting of August 8, 2017. Staff presented the new analysis based on new comments from Fire Department and new site plan submitted by the applicant. The new analysis and recommendation from staff was to deny the request. The Commission agreed with staff recommendation and is also recommending denial of the request.

ANALYSIS:

Staff met with the applicant on July 18, 2017 and provided information regarding the seven (7) approval criteria for a conditional use permit. The applicant was not present, staff provided the information to her representative. It was discussed that the applicant would revise the request and provide alternatives and submit a new narrative explaining each criteria. Staff received the narrative on August 2, 2017 explaining each criteria. The new site plan showing less area for the request was received on August 7, 2017.

On August 2, 2017 staff from Building Safety and Fire Department met with the representative at the location of the request. On August 8, 2017 staff received updated comments from both departments.

As per the Zoning Regulations Section 152.0143(F) Approval Criteria, uses permitted subject to a conditional use permit shall be permitted only if the applicant demonstrates that:

(1) The proposed conditional use shall be in compliance with all regulations of the applicable zoning district, design standards, or general provision requirements of this chapter;

The request requires a conditional use permit as per Zoning Regulations Section 152.107(C)(11).

(2) The establishment, maintenance, or operation of the proposed use shall not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the surrounding land nor be noxious or offensive by reason of vibration, noise, odor, dust, smoke or gas;

The establishment of outdoor sales and displays will create visual clutter and possible blocked egress therefore the use will be detrimental to the safety and comfort of persons in the surrounding land.

(3) The proposed use shall not be materially injurious to properties or improvements nor diminish or impair property values in the immediate vicinity;

The downtown area was recently improved to enhance traffic circulation, pedestrian safety and improve access to downtown business. As per General Plan 2020 Section 11.2 one objective is to enhance the appearance of the downtown area and Main Street. This request would be materially injurious to the downtown improvements as this will create visual clutter.

(4) The proposed use will be served by ingress and egress routes that minimize traffic congestion, shall not burden the existing and anticipated traffic conditions including parking facilities on adjacent streets and land, and will be served by adequate public utilities;

The property has existing parking spaces for vehicles; however it will create unsafe conditions for pedestrians.

(5) The proposed use shall not impede the normal and orderly development and improvement of surrounding property for uses permitted by right in the zoning district and shall be in compliance with the City of San Luis General Plan adopted by the City;

The property has a land use designation of Activity Center under the General Plan 2020. As per General Plan Land Use Element Section 2.6, two of the Character and Design of this designation are visually attractive corridors and easy access for pedestrians. As mentioned by the Fire Department any obstruction to the path of egress might hinder evacuation of employees and the general public in case of an emergency.

(6) The proposed use is necessary or desirable or provides a service or facility that contributes to the general well being of the area; and

Outdoor sales and displays are not necessary or desirable or provide a service or facility that contributes to the general well-being of the area. It does contribute to only one business owner.

(7) The proposed use shall not create more adverse impacts on existing uses in the surrounding areas than those which reasonably might result from development of the site with a use that is permitted by right in the zoning district.

The use will not create more adverse impacts on existing uses.

STAFF RECOMMENDATION:

Staff recommends denial of the request based on that it does not meet the approval criteria as per City Code- Zoning Regulations Section 152.0143(F).

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Location Map

Pictures of Location

New Site Plan (8-7-17)

Letter from applicant (8-2-17)

City of San Luis Fire Department Comments (8-7-17)

City of San Luis Building Safety Division Comments (8-7-17)

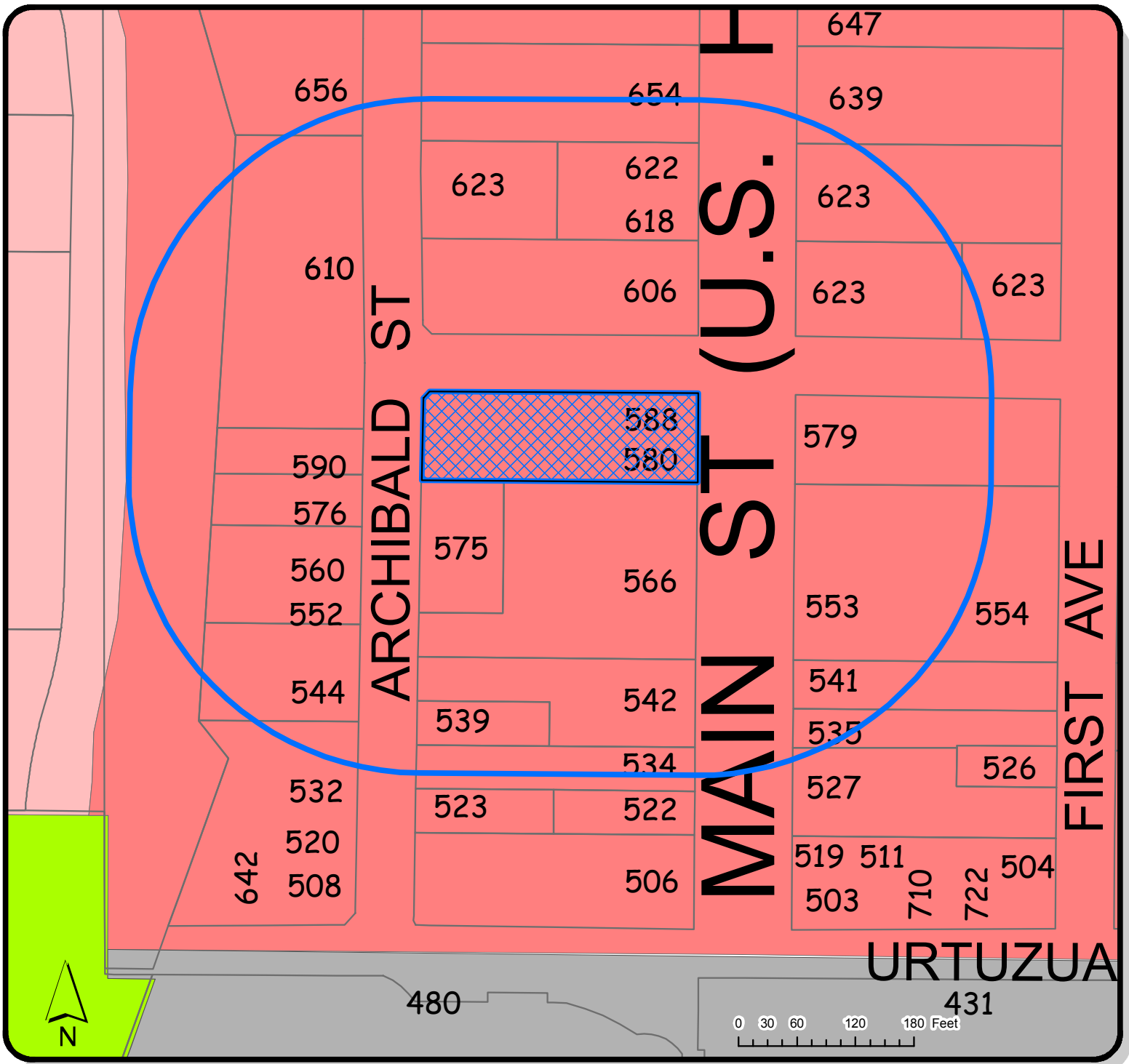
Site Plan

City of San Luis Fire Department Comments (6-26-17)


City of San Luis Fire Department Comments (6-26-17)

City of San Luis Community Development Department Comments (6-28-17)

Ordinance No. 338



LOCATION OF SUBJECT PROPERTY





 588 N MAIN ST
 LEGAL: Subdivision: SAN LUIS TOWNSITE Block: 1
 Lot: 1 EXC R/W PER 2014-02472 Section: 12
 Township: 11S Range: 25W

 300ft Notification Area

Location Map

CONDITIONAL USE PERMIT

Zoning

-  LI
-  C-1
-  C-2
-  RA-10

Date: 6/22/2017

Checked By:
ROMAN PACHECO



Prepared By:
IG

APPROVED BY:
JOSE A. GUZMAN

Case No.
2017-0432



go fast
go smart
Gomart

metroPCS
Authorized Dealer

MONACO

BICYCLE
BIKE LANE

CONTROL
of TAX'S

ATM

11th St

1st Ave

metroPCS
Authorized Dealer

★ ★ ★ ★ GANA DINERO ★ ★ ★ ★
CON LA TARJETA DE CLIENTE FRECUENTE
Cambio de TAX'S
1%
Gomart
CAMBIO DE CHEQUES
588 N. MAIN ST. · SAN LUIS AZ

CAMBIO DE CHEQUES
1%
ATM
CAJERO AUTOMÁTICO

Gomart
CAMBIO DE CHEQUES
1%
PAGO DE PARKING

LECTRÓNICOS
CALZADO
ACCESORIOS
ROPA
RECARGAS MEXICANAS

ESCOGE TU PLAN PERFECTO

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Gomart

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Welcome!

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MONACO

GOMART

METRO PCS



BANQUETA



AGOSTO DE 2017, SAN LUIS, AZ 85349

CITY OF SAN LUIS:

TIENDA GOMART UBICADA EN 588 N. MAIN ST SAN LUIS, AZ 85349, PIDE EL PERMISO A LA CIUDAD PARA PONER EN EXCIBICION ROPA Y ELECTRONICO EN NUESTRA BANQUETA.

1.- NUESTRA MERCANCIA ESTARA EN UN ESPACIO DE 5 FT X 14 FT. SOBRE NUESTRA BANQUETA, COMO SE MUESTRA EN LA IMAGEN ANEXA.

2.- LA EXCIBICION DE NUESTROS PRODUCTOS NO CAUSA NINGUN PROBEMA DE SALUD, SEGURIDAD, YA QUE LO PONDREMOS EN UN ESPACIO QUE QUEDA HACIA ADENTRO DE LA BANQUETA, NO SE UTILIZARA NINGUN MATERIAL QUE DAÑE BANQUETAS O MEDIO AMBIENTE.

3.- LOS PRODUCTOS NO PERJUDICA LA CIRCULACION DE LA MAIN Y MUCHO MENOS SON OBSTENTOSOS EN LA BANQUETA.

4.- NO OBSTRUYE LA RUTA PEATONAL, NI TAMPOCO OCASIONA UNA CONGESTION YA QUE UTILIZAMOS UNA PARTE DE LA BANQUETA HACIA ADENTRO SOBRE LAS REGULACIONES QUE MARCA LA CIUDAD Y ADEMAS CONTAMOS CON UN PARKING EXCLUSIVO PARA NUESTROS CLIENTES.

5.- NO OBTRUYE LA ENTRADA Y SALIDA DEL ESTABLECIMIENTO, ADEMAS EL ACCESO AL ESTABLECIMIENTO ES FACIL Y VISIBLE PARA LOS PEATONES.

6.- NUESTRA META ES INCREMENTAR VENTAS, CONTRATAR MAS PERSONAL, DE ESTA MANERA PODREMOS GENERAR MAS EMPLEOS, EL EXCIBIR PRODUCTOS AFUERA NOS AYUDA A INCREMENTAR UN 80% MAS NUESTRAS VENTAS POR QUE LA GENTE NO QUIERE ENTRAR AL LOCAL Y LA UNICA MANERA ES MOSTRAR NUESTROS PRODUCTOS A LA PASADA DE LOS CLIENTES, ADEMAS SABREMOS LAS NECESIDADES DEL CLIENTE Y ASI EXPANDEREMOS MAS PRODUCTOS.

7.-LA MERCANCIA DE AFUERA NO SUPERA A LA CANTIDAD TOTAL DE LOS PRODUCTOS DE LA TIENDA, SE APROXIMA A UN 20% EN EXCIBICION.

ARELY CARDENAS

CITY OF SAN LUIS:

Gomart Store requests permission to the City to put clothing and electronic display in our sidewalk.

1. - Our Merchandise will be in an area of 5 ft. X 14 ft., on our sidewalk, as shown in the attached image.
2. - Our display products will not cause any health problems, nor security risks. As, we will put it in a space that it remains inward of the sidewalk. There will be no use of any material that can damage sidewalks or the environment.
3. - The products do not harm the circulation of Main Street and much less be ostentatious in the sidewalk.
4. - Will not obstruct the pedestrian route, no cause congestion. Since we use a portion of the sidewalk that is toward the inside as per the regulations of the City, and also we have an exclusive parking for our customers.
5. - It does not obstruct the entrance or exit of the establishment. Also, access to the establishment is easy and visible to pedestrians.
6. - Our goal is to increase sale, and hire more staff. This way we can generate more jobs. Displaying products outside will help to increase our sales 80% more, because customer do not want to come inside the store. And the only way is to show our products to the customers passing by. Also, we will know the needs of the customer and be able to expand more products.
7. - The merchandise outside does not exceed the total amount of the products of the store, its approaching a 20% on display.



June 26, 2017

CONDITIONAL USE PERMIT CASE NUMBER: 2017-0234

CASE SUMMARY: A request by Arely Cardenas, (applicant) representative of Gomart on behalf of Robert Bruce, property owner, for a Conditional Use Permit as per Section 152.107-C.11 of the City of San Luis Code of Ordinances to allow outdoor sales and displays in a Community Commercial (C-2) zoning district, Assessor’s Parcel No. 775-45-001, located at 588 N. Main Street, San Luis, Arizona.

A Citizen Review Meeting has been scheduled on the day 29th of June, 2017 at 6:00 p.m. at the San Luis City Hall Council Chambers, 1090 E. Union Street, San Luis, Arizona, in order to give interested parties an opportunity to meet with the applicant to have questions answered and express any issues or concerns prior to any public hearing.

PUBLIC HEARING: July 11, 2017

COMMENTS DUE: June 30, 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 Commission hearing this case. Please complete the section below and return via e-mail. For additional information please contact me at 341-8563, extension 2012, or at Jaguzman@cityofsanluis.org.

Thank you,

Jose A. Guzman
Acting Planning and Zoning Director
Attachment: Location Map



COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department cannot support this request within the limitations of the San Luis Fire Code. Any obstruction to the paths of egress which might hinder evacuation of employees and the general public is not supported by the Fire Code and therefore the City of San Luis Fire Department. SLFD is prepared to provide cite examples of the loss of human life, the resulted of blocked or restricted paths of egress.

Any issues with placement of sales or displays are within the prevue of Planning and Zoning; infringement on public right of ways or Zoning laws.

Date:
August 7, 2017

Agency:
Hank Green, Fire Chief: City of San Luis Fire Department

Phone:

928-341-8550

Return to: rpacheco@cityofsanluis.org

Jose A. Guzman

From: Joaquin Campa
Sent: Monday, August 07, 2017 5:28 PM
To: Jose A. Guzman
Subject: GoMart Special Request

Jose,

Regarding the GoMart special request, I performed a site inspection to physically verify the dimensions of the areas proposed for outdoor sales.

My findings for this business are that the merchandise can be contained in a designated area. This will require that the doors are to remain unobstructed at all times, as stated in the request letter.

However, it is my recommendation for this special request not be approved for the following reasons:

- This business is the only one that has the appropriate space for this activity, therefore our code enforcement will have to be checking periodically to avoid other businesses that do not have the space to have the outdoor sales.
- Also, without the periodic inspections, the business can expose themselves and others to liabilities if they are not in compliance with the safety requirements for this activity.
- We do not have the staff to be able to accommodate for the periodic inspections required for this special request.

If you have any questions, please let me know.

MONACO

GOMART

METRO PCS

15 FT

2'6 FT

5 FT

5 FT

ENTRADA

BANQUETA





June 26, 2017

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Thank you,

Jose A. Guzman
Acting Planning and Zoning Director
Attachment: Location Map



COMMENTS NO COMMENTS

Enter Comments below:

City of San Luis Building Safety Division cannot approve this conditional use permit requested. Having merchandise outside the store may create an obstruction to the required path of egress and creates an obstruction in the public walkway.

Date: June 26, 2017

Agency: Building Safety Division

Phone: (928) 341-8565

Return to: rpacheco@cityofsanluis.org



June 26, 2017

CONDITIONAL USE PERMIT CASE NUMBER: 2017-0234

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Thank you,
Jose A. Guzman
Acting Planning and Zoning Director
Attachment: Location Map



COMMENTS NO COMMENTS

Enter Comments below:

The City of San Luis Fire Department cannot support this request. Merchandise staged in front of store fronts tend to lead to blocked egress routes, and pedestrian congestion, making it difficult for the City of San Luis Fire Department to respond to any kind of emergency crisis that may occur on the premises. Final decisions regarding this request are best made by the Planning and Zoning Department.

Date:

06/26/17

Agency:

The City of San Luis Fire Department

Phone:

928/341-8550

Return to: rpacheco@cityofsanluis.org



June 26, 2017

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Thank you,

Jose A. Guzman
Acting Planning and Zoning Director
Attachment: Location Map



COMMENTS NO COMMENTS

Enter Comments below:

Outdoor sales and displays should be permitted on a temporarily and/or seasonal basis. Exterior noise level should be a factor in determining the appropriateness of the conditional use. Specific criteria should be established to prevent visual clutter. The Community Development Department will be conducting a redevelopment plan for the downtown area. New policies are expected to be review and amendment to conform to the redevelopment plan.

Date:

6/28/2017

Agency:

Community Development Department

Phone:

(928) 341-8584

Return to: rpacheco@cityofsanluis.org



Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance 338

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE CITY OF SAN LUIS ZONING ORDINANCE WITH RESPECT TO PROVISIONS REGARDING OUTDOOR SALES USES IN COMMUNITY COMMERCIAL ZONING DISTRICTS; PROVISIONS FOR MEDICAL MARIJUANA DISPENSARIES IN COMMUNITY COMMERCIAL ZONING DISTRICTS; PROVISION FOR THE ADDITION OF MEDICAL MARIJUANA DISPENSARIES AND MEDICAL MARIJUANA DISPENSARY OFFSITE CULTIVATION USES IN GENERAL INDUSTRIAL ZONING DISTRICTS; PROVISION FOR THE ADDITION OF MINI STORAGE USES IN COMMUNITY COMMERCIAL ZONING DISTRICTS; PROVIDING FOR EFFECTIVE DATE; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

Whereas, the City of San Luis desires to amend, correct, and update its Zoning Code;

Whereas, the City of San Luis desires to provide better pedestrian access in its Commercial C-2 Zoning District by allowing a reasonable space for out-door sales, displays, and vending machines;

Whereas, the City of San Luis desires to add the use of in-door mini-storage use to its Commercial C-2 Zoning District;

Whereas, the City of San Luis desires to correct a scribner's error in the description of a conditional use in Commercial C-2 Zoning District. It should read "Medical marijuana dispensary" rather than it currently reads as "Medical marijuana dispensary offsite cultivation location." There was an error in copying Ordinance 292 passed February 23, 2011 (Exhibit "A") to the City of San Luis Zoning Code under section 7.2(C) (9) passed in Ordinance 312 on April 11, 2012 becoming effective May 12, 2012;

Whereas, the City of San Luis desires to add medical marijuana dispensary and medical marijuana dispensary offsite cultivation location as a conditional use and as regulated under State Statute A.R.S. § 36-2804 et seq. in its General Industrial H-1 Zoning District; and

Whereas, the City Council of the City of San Luis finds that it is necessary for the public health, safety, and welfare of the City that the changes to the City of San Luis Zoning Ordinance as set forth in this ordinance become effective at the earliest date provided by law;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AS FOLLOWS:


Section 1. The City of San Luis Zoning Ordinance is hereby amended to read as set forth in that certain document entitled "Exhibit B – Amendments to City of San Luis Zoning Ordinance Sections 7.2 (B)(13), 7.2(C)(9), 7.2(C)(10), 8.2(C)(9), and 8.2(C)(10)", hereinafter referred to as "Exhibit B", which is attached hereto and by this reference incorporated herein as though fully set forth again in full. The provisions of said Exhibit B are to become effective on the 26th day of June 2015.

Section 2. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance and "Exhibit B– Amendments to City of San Luis Zoning Ordinance Sections 7.2 (B)(13), 7.2(C)(9), 7.2(C)(10), 8.2(C)(9), and 8.2(C)(10)" shall govern.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this ordinance, or "Exhibit B– Amendments to City of San Luis Zoning Ordinance Sections 7.2 (B)(13), 7.2(C)(9), 7.2(C)(10), 8.2(C)(9), and 8.2(C)(10)" is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

Section 4. It is necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this ordinance shall become immediately operative and in force from and after the date of posting hereof.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 27th day of May, 2015.



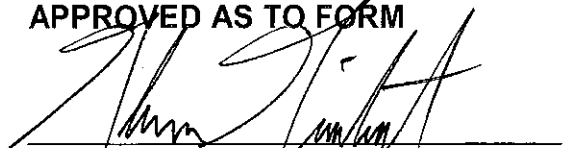
Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM



Glenn Gimbut, City Attorney



Ordinance

NO. 292

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING ORDINANCE NO. 13, AS AMENDED, PROVIDING FOR CHANGES TO THE ZONING AND LAND USE REGULATIONS OF THE CITY OF SAN LUIS TO PROVIDE REGULATIONS FOR MEDICAL MARIJUANA DISPENSARIES AND DISPENSARY OFFSITE CULTIVATION LOCATIONS AS AUTHORIZED PURSUANT TO A.R.S. §36-2804; PROVIDING FOR PENALTIES; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

Whereas, the City of San Luis desires to amend and update its zoning regulations in accordance with Initiative 203 as approved by the voters of the State of Arizona in November 2010; and

Whereas, the City of San Luis has adopted Resolution No. 919, said resolution having declared certain documents entitled "Medical Marijuana 2010" as a public record;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AS FOLLOWS:

Section 1. The City Code is hereby amended to read as set forth in that certain document entitled "Exhibit A - Medical Marijuana 2010", three copies of which are on file with the City Clerk, and which is hereby adopted by reference as though fully set forth again in full.

Section 2. Penalties. It shall be unlawful for any person, firm, or corporation to violate, or cause the violation of any provision of "Exhibit A - Medical Marijuana 2010" as adopted by this ordinance. Each separate day, or part thereof, that a violation continues is a separate offense. Any violation of or failure to do or perform any act required by this ordinance or "Exhibit A - Medical Marijuana 2010" constitutes a civil offense punishable pursuant to Article 1-8 of the City Code. Any third, or more, offense committed within one year of the date of the first offense shall be punishable as a class one misdemeanor pursuant to Article 1-8 of the City Code.

Section 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulations, or policy regarding the regulations of Medical Marijuana within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance and the "Exhibit A - Medical Marijuana 2010" shall govern.


Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance, or "Exhibit A - Medical Marijuana 2010" is for any reason held to be invalid or

Section 5, unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 23rd day of February, 2011.

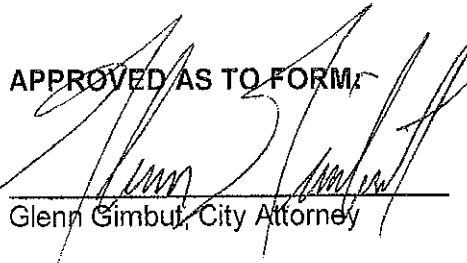

Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

**EXHIBIT A
MEDICAL MARIJUANA 2010
PROPOSED AMENDMENTS BY STAFF
CITY OF SAN LUIS ZONING ORDINANCE**

SECTION 1. Article II (Definitions) of the Land Use Regulations, adopted by reference pursuant to Ordinance No. 13, as amended, of the City of San Luis, is hereby amended by adding the following definitions of "medical marijuana dispensary" and "medical marijuana dispensary offsite cultivation location" to Section 201 (Definitions "M"):

Medical marijuana dispensary: A nonprofit medical marijuana dispensary duly registered and certified pursuant to A.R.S. § 36-2804.

Medical marijuana dispensary offsite cultivation location: The one additional location, if any, duly identified pursuant to A.R.S. § 36-2806 (E) during the process of registering a nonprofit medical marijuana dispensary, where marijuana will be cultivated for sale at a nonprofit medical marijuana dispensary duly registered and certified pursuant to A.R.S. § 36-2804.

SECTION 2. Article VI, Section 601 (Zoning) Rural Area of the Land Use Regulations as adopted by reference by the City of San Luis as referenced hereinabove, hereby amended by revising 601.03, "Special Uses", to add a new subparagraph Q, as follows:

Q. Medical marijuana dispensary offsite cultivation location, subject to the requirements found in Section 1110.

SECTION 3. Article VI, Section 611 (Zoning), General Commercial District (C-2) of the Land Use Regulations as adopted by the City of San Luis, as referenced hereinabove, is hereby amended by revising Section 611.03, "Special Uses", to add a new subparagraph b as follows:

b. Medical marijuana dispensary, subject to the special use permit procedure, and subject to the requirements found in Section 1110.

SECTION 4. Article VI, Section 612 (Zoning), Light Industrial District of the Land Use Regulations as adopted by the City of San Luis, as referenced hereinabove, is hereby amended by revising Section 612.03, "Special Uses", to add new subparagraphs c and d, as follows:

c. Medical marijuana dispensary, subject to the requirements found in Section 1110.

d. Medical marijuana dispensary offsite cultivation location, subject to the requirements found in Section 1110.

SECTION 5. Article XI (Additional Use and Setback Regulations) of the Land Use Regulations as adopted by the City of San Luis, as referenced hereinabove, is hereby amended by adding new Section 1110, as follows:

Section 1110 Medical Marijuana Uses.

A. The minimum requirements of this section shall apply to all “medical marijuana dispensary” and “medical marijuana dispensary offsite cultivation location” uses located in any zoning district.

B. In addition to any other application requirements, an applicant for any “medical marijuana dispensary” or “medical marijuana dispensary offsite cultivation location” conditional use permit shall provide the following:

1. A notarized authorization executed by the property owner, acknowledging and consenting to the proposed use of the property as a medical marijuana dispensary or a medical marijuana dispensary offsite cultivation location, as applicable.

2. The legal name of the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location.

3. If the application is for a medical marijuana dispensary offsite cultivation location, the name and location of the medical marijuana dispensary with which it is associated.

4. The name, address, and birth date of each officer and board member of the nonprofit medical marijuana dispensary.

5. The name, address, birth date, and valid registry identification card number of each nonprofit medical marijuana dispensary agent.

6. A copy of the operating procedures adopted in compliance with A.R.S. §36-2804 (B) (1) (c).

7. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has been convicted of any of the following offenses:

i. A violent crime as defined in A.R.S. § 13-901.03 (B) that was classified as a felony in the jurisdiction where the person was convicted.

ii. A violation of state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted

except an offense for which the sentence, including any term of probation, incarceration or supervised release, was completed ten or more years earlier or an offense involving conduct that would be immune from arrest, prosecution or penalty under A.R.S. § 36-2811 except that the conduct occurred before the effective date of that statute or was prosecuted by an authority other than the state of Arizona.

8. A notarized certification that none of the nonprofit medical marijuana dispensary officers or board members has served as an officer or board member for a medical marijuana dispensary that has had its registration certificate revoked.

9. A floor plan showing the location, dimensions and type of security measures demonstrating that the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location will be secured, enclosed, and locked as required by law.

10. A scale drawing depicting the property lines and the separations from the nearest property boundary of the parcel containing the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location to the property boundary of the parcel containing any existing uses listed in paragraph E below. If any of the uses are located within 50 feet of the minimum separation, the drawing, showing actual surveyed separations, shall be prepared by a registered land surveyor.

C. A medical marijuana dispensary shall have operating hours not earlier than 9:00 a.m. and not later than 5:00 p.m.

D. A medical marijuana dispensary or medical marijuana dispensary offsite cultivation location shall:

1. Be located in a permanent building and may not be located in a trailer, cargo container or motor vehicle.
2. Not have drive-through service.
3. Not emit dust, fumes, vapors or odors into the environment.
4. Not provide offsite delivery of medical marijuana.
5. Prohibit consumption of marijuana on the premises.
6. Not have outdoor seating areas.

7. Display a current City of San Luis business license applicable to medical marijuana uses.

E. A medical marijuana dispensary or medical marijuana dispensary offsite cultivation location shall meet the following minimum separations, measured in a straight line from the boundary of the parcel containing the medical marijuana dispensary or medical marijuana dispensary offsite cultivation location to the property boundary of the parcel containing any existing uses listed below:

1. 2,000 feet from any other medical marijuana dispensary or medical marijuana dispensary offsite cultivation location.
2. 2,000 feet from a residential substance abuse diagnostic and treatment facility or other residential drug or alcohol rehabilitation facility.
3. 1,000 feet from a public, private, parochial, charter, dramatic, dancing, music, learning center, or other similar school or educational facility that caters to children.
4. 1,000 feet from a childcare center.
5. 1,000 feet from a public library or public park.
6. 1,000 feet from a church.

F. A medical marijuana dispensary offsite cultivation location not associated with a medical marijuana dispensary is prohibited, and only one medical marijuana dispensary offsite cultivation location shall be permitted for the single medical marijuana dispensary with which it is associated.

**EXHIBIT B
CORRECTING AND AMENDING
VARIOUS ZONING DISTRICT USES
PROPOSED AMENDMENTS BY STAFF
CITY OF SAN LUIS ZONING ORDINANCE**

Section 1. Section 7.2 (Commercial Zoning District) Subsection (B) (Permitted Uses – “C-2” Zoning District), adopted by reference pursuant to Ordinance No. 312 , as amended, of the City of San Luis Zoning Ordinance, is hereby amended as follows:

~~13. Outdoor sales, displays, and vending machines only if one (1) or more of the following conditions are present:~~

~~a. Products and services displayed outdoors are customary, accessory, and incidental to those sold and displayed in a primary business being conducted in a permanent building on the property.~~

~~b. Outdoor sales and displays do not interfere with pedestrian access ways, fire lanes, required parking spaces, driveways, landscape areas, or traffic visibility at driveway entries and street intersections.~~

~~c. The combined outdoor sales and display areas do not exceed fifty (50%) percent of the business's gross square footage.~~

~~14.~~ 13. Dry-cleaning facility.

~~15.~~ 14. Hotels and motels.

~~16.~~ 15. Indoor entertainment and amusement facilities such as; movie theaters, dance halls, bowling alleys, billiard parlors, skating rinks, video and game arcade.

~~17.~~ 16. Health club, fitness or exercise facility and tennis and racket clubs.

~~18.~~ 17. Household, sickroom or office equipment rental and services.

~~19.~~ 18. Car wash facilities, auto part stores, auto service stations and convenience market with the sale or dispensing of gasoline.

20. 19. Outdoor display areas for the sale of new or used automobiles, trucks, boats, trailers, and recreational vehicles and for the rental of such vehicles provided all sales, repair and rental activities are conducted within a building.

21. 20. General auto repair, including auto painting and body repair, provided all repair operations are conducted within a building. May include an outside vehicle storage area to be used only for vehicles under repair which shall be screened from any street or surrounding property.

22. 21. Nurseries, flower and plant sales, provided all incidental equipment and supplies including fertilizer and empty cans, are kept within a completely enclosed building or within an area enclosed on all sides by a solid fence or wall at least six (6) feet in height and no goods, materials or objects are stacked higher than the fence or wall.

23. 22. Mobile Food Vendors provided that such uses may not be located within any portion of the public right-of-way (including sidewalks).

24. 23. Mobile Vendors provided that such uses may not be located within any portion of the public right-of-way (including sidewalks).

25. 24. Religious Institutions.

Section 2. Section 7.2 (Commercial Zoning District) Subsection (C) (Conditional Uses – “C-2” Zoning District), adopted by reference pursuant to Ordinance No. 312 , as amended, of the City of San Luis Zoning Ordinance, is hereby amended as follows:

11. Outdoor sales, displays, and vending machines only if all of the following conditions are present:

a. Products and services displayed outdoors are customary, accessory, and incidental to those sold and displayed in a primary business being conducted in a permanent building on the property.

b. Outdoor sales and displays do not interfere with pedestrian access ways, walk-ways, fire lanes, required parking spaces, driveways, landscape areas, or traffic visibility at driveway entries and street intersections.

c. The combined outdoor sales and display areas do not exceed

ten percent (10%) of the business’s gross square footage.

Section 3. Section 7.2 (Commercial Zoning District) Subsection (C) (Conditional Uses – “C-2” Zoning District), adopted by reference pursuant to Ordinance No. 312 , as amended, of the City of San Luis Zoning Ordinance, is hereby amended as follows:

9. Medical marijuana dispensary ~~offsite cultivation location~~, subject to the requirements found in Section 14.15 Medical Marijuana Uses.

Section 4. Section 7.2 (Commercial Zoning District) Subsection (C) (Conditional Uses – “C-2” Zoning District), adopted by reference pursuant to Ordinance No. 312 , as amended, of the City of San Luis Zoning Ordinance, is hereby amended by adding conditional use for in-door mini storage as follows:

10. Mini-storage facility except that no outdoor open storage will be allowed. A night watchman quarters, as a security provision, may be an accessory use.

Section 5. Section 8.2 (“H-I” General Industrial Zoning District) Subsection (C) (Conditional Uses – “H-I” Zoning District), adopted by reference pursuant to Ordinance No. 312 , as amended, of the City of San Luis Zoning Ordinance, is hereby amended by adding conditional use for medical marijuana dispensary and medical marijuana dispensary offsite cultivation location as those uses are defined in Section 1.12(B) (117) and (118) as follows:

9. Medical marijuana dispensary, as defined in Section subject to the requirements found in Section 14.15 Medical Marijuana Uses.

10. Medical marijuana dispensary offsite cultivation location, subject to the requirements found in Section 14.15 Medical Marijuana Uses.



AGENDA ITEM REVIEW FORM

Work Session

2.B.

Meeting Date: 08/16/2017

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the authority to contract for services to validate, codify, develop and provide ongoing consultation and training for the City of San Luis, San Luis Fire Department, base hospital and State of Arizona's policies, department guidelines, procedures and protocols. **(Hank Green, Fire Chief)**

SUMMARY:

The San Luis Fire Department (SLFD) is requesting authority to contract with LEXIPOL to review, edit, suggest, update and validate our department guidelines (SLFD policies and procedures) to insure compliance and compatibility with the City of San Luis policies and procedures, base hospital protocols, Arizona Regulations and best practices of the Fire Service, as accepted by the Fire Service. LEXIPOL will provide SLFD with a set of defensible policies and training, delivered through a unique, web-based development system, similar to the existing SAFE-PERSONNEL program already in place at the City of San Luis. LEXIPOL offers state-specific policy manuals, regular policy updates and daily scenario based training against these policies. The San Luis Police Department is already a user of this service, SLFD is requesting to subscribe to their services. There are two (2) separate contracts, one (1) for the initial review, validation and set up of SLFD Department Guidelines and one (1) for the ongoing validation of guidelines and the continuous training and record keeping of this training. These costs are reflected in the attached contracts and documentation. We will request authorization to pay **\$6,600.00** from 100-182-80000; Fire Department Contractual Services and **\$7,261.00** from 340-341-80000; Ambulance Services Contractual Services.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$13,861.00

BUDGETED AMOUNT: \$13,861.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual Services:
100-182-80000, Balance
\$33,000.00 and 340-341-80000;
balance \$148,400.00

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

The requested funds were allocated in FY18 budgets; accounts 100-183-80000 (balance of \$33,000) and 340-341-80000 (balance of \$148,400.00)

Attachments

New Client Registration & Information
LEXIPOL Quote and Contract



New Client Information Form

Name of Agency (as you want it to appear on the manual)

Billing Address

Accounts Payable Point of Contact
Name:
Email:
Phone:

Risk Management Group/Insurance Pool Accreditation Agency (if applicable) Agency Fiscal Year Start

If purchasing Law Enforcement, please complete the following section:

Chief/Sheriff Name <input type="text"/>	Title <input type="text"/>	Email <input type="text"/>	Phone <input type="text"/>
Primary Contact Full Name <input type="text"/>	Title <input type="text"/>	Email <input type="text"/>	Phone <input type="text"/>

If purchasing Custody, please complete the following section:

Chief/Sheriff Name <input type="text"/>	Title <input type="text"/>	Email <input type="text"/>	Phone <input type="text"/>
Primary Contact Full Name <input type="text"/>	Title <input type="text"/>	Email <input type="text"/>	Phone <input type="text"/>

If purchasing Fire, please complete the following section:

Chief Name <input type="text"/>	Title <input type="text"/>	Email <input type="text"/>	Phone <input type="text"/>
Primary Contact Full Name <input type="text"/>	Title <input type="text"/>	Email <input type="text"/>	Phone <input type="text"/>



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: _____

Agency's Address: _____

Attention: _____

Lexipol's Address: 16755 Von Karman Avenue, Suite 250

Irvine CA 92606-4918

Attention: _____

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: Van Holland

Title: _____

Title: Chief Financial Officer

Date Signed: _____

Date Signed: _____

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has

been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions



AGENDA ITEM REVIEW FORM

Work Session

2.C.

Meeting Date: 08/16/2017

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a work session to discuss and consider a plan to refinance taxable and tax-exempt loans from the Greater Arizona Development Authority entered into in 2009 which financed and refinanced the costs of an approximately 84,000 square foot building, portions of which have been leased by the city, by entering into refunding installment purchase agreements, the interest paid on which will be either taxable or tax-exempt as would be most advantageous to the city. **(Mark Reader, Managing Director in Public Finance, Stifel)**

SUMMARY:

Mark Reader is an expert in city financing with more than 25 years of experience. He will present options for City Council's consideration for spending less money on paying off the loans on the building known as the Price Center and the tax implications. If City Council directs staff to proceed, then staff will return at a future meeting with an action item.

At this time, staff requests direction as to:

- (1) whether to proceed with refinancing the building known as the Price Center debt and
- (2) if staff is to proceed, which option Council prefers.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

A PowerPoint presentation and possible written materials will be provided at the time of the meeting.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

This is a discussion item only, no fiscal impact at this time.



AGENDA ITEM REVIEW FORM

Work Session

3.A.

Meeting Date: 08/16/2017

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the new monthly Street Sweeper Schedule for the Department of Public Works, Highway Users Division. **(Manuel Rojas, Assistant Public Works Director)**

SUMMARY:

As requested by Council, staff prioritized generating a new sweeper schedule. Staff has developed a new monthly Street Sweeper Schedule with the new sweeper, newly hired staff, new Global Positioning System (GPS), and training at the Schwarze Industries Factory scheduled for Public Works and Fleet Services staff. With consistency and adequate training, we believe we can provide improved sweeper operations. Past delays in the project were due to the old equipment breaking down and being short on staff.

The schedule resulted from great interoffice collaboration including Equipment Operators, Geographic Information System (GIS), and Public Works administration staff with the intent to better inform our community. The team met and planned out the schedule, one which we are already implementing. We will be making adjustment as needed as we grow. The intent is to have a monthly schedule, available on-line, for our resident to access. The on-line Street Sweeper Route will be interactive. In the upcoming months, working with IT Department and GIS, we will expand the website, incorporate the holiday schedule, community clean-up and other important schedules vital to the Public Works Operations.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: No

CITY/STATE/FEDERAL FUNDS: No

TOTAL: \$0.00

BUDGETED AMOUNT: \$0.00

AVAILABLE AMOUNT TO TRANSFER: \$0.00

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: \$0.00

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

No fiscal impact, we are presenting the new monthly street sweeper route.



AGENDA ITEM REVIEW FORM

Work Session

3.B.

Meeting Date: 08/16/2017

Department Head: Ketic St. Louis, Finance Director, Finance Department

Submitted By: Jorge Perez, Billing & Collections Manager, Finance Department, Billing & Collections

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible direction to staff on any and all matters regarding the implementation of the new Interactive Voice Response (IVR) system from XpressBillPay. (**Jorge Perez, Billing & Collections Manager**)

SUMMARY:

The Billing and Collections Division currently offers a phone payment option to its customers. The division consists of nine (9) staff members out of which six (6) work in an office environment. Answering the phones is part of our duties. Staff strives to answer all phone calls and respond to customer's inquiries and demands. The Interactive Voice Response (IVR) system will provide a faster and more convenient way for our customers to pay their bills 24/7. During Xpress Bill Pay business hours, our customers will be able to call the payment center to make payments with a live operator, if preferred. By transitioning to this service we will alleviate the amount of calls that we receive at our office. Our staff will have more time to assist walk-in customers by providing better customer service, and it will help improve our daily operations. The IVR system will provide an (800) number specifically for San Luis customers. English and Spanish options will be available for selection.

Our current line (928-341-8570) will be modified to become an auto attendant, and will provide customers with different options to choose from. For example, customers will be able to choose from the following options: 1) make a payment using the IVR system, 2) make a payment with a live operator, 3) speak with Xpress Bill Pay technical support, or 4) speak with a billing and collections representative (staff) for issues other than making a payment.

The cost for this service will be seventy-five cents (\$0.75) per transaction. The city currently pays Xpress Bill Pay thirty cents (\$0.30) per credit card transaction, and forty cents (\$0.40) per EFT transactions. This will bring the cost up to an average of \$1.10 per each electronic payment made using the IVR and/or Xpress Bill Pay call center. The cost for this service will be absorbed by the city and will not be passed on to our customers.

We currently receive an average of 2,854 electronic payments per month, out of which we calculate that 1,200 were done using the phone payment service we now offer. The rest of the payments were either made by the customer (online through XPress Bill Pay) or in person with one of our representatives at city hall.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$10,800.00
BUDGETED AMOUNT: \$10,800.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual Services /
100-750-80000 / \$51,700.00

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

Contractual Services
Account # 100-750-80000
Remaining Balance Before Purchase \$51,700.00

Attachments

IVR Flyer
Auto Attendant Diagram
Email Quote
Electronic Payments

Now! All City of San Luis residents and businesses can pay their bills 24/7 with our Interactive Voice Response (IVR) system

Here is another fast and convenient way for you to pay your bills 24/7! No computer necessary. Simply call toll-free **855-314-2095**.

What is the IVR system?

The IVR (Interactive Voice Response) system provides you with a complete bill payment system over the phone.

You can pay your bills anytime and anywhere. All you need is a phone.

How does it work?

You dial the toll-free number **(855-314-2095)** and provide your account number.

The IVR system will tell you your account balance, the payment due date, and then guides you to make your payment.

You continue to make payments using a credit card, debit card, or eCheck.

You are provided with a confirmation number and notified whether the transaction was successful or not.

At the end of the call, you also have the option to set up auto-pay.

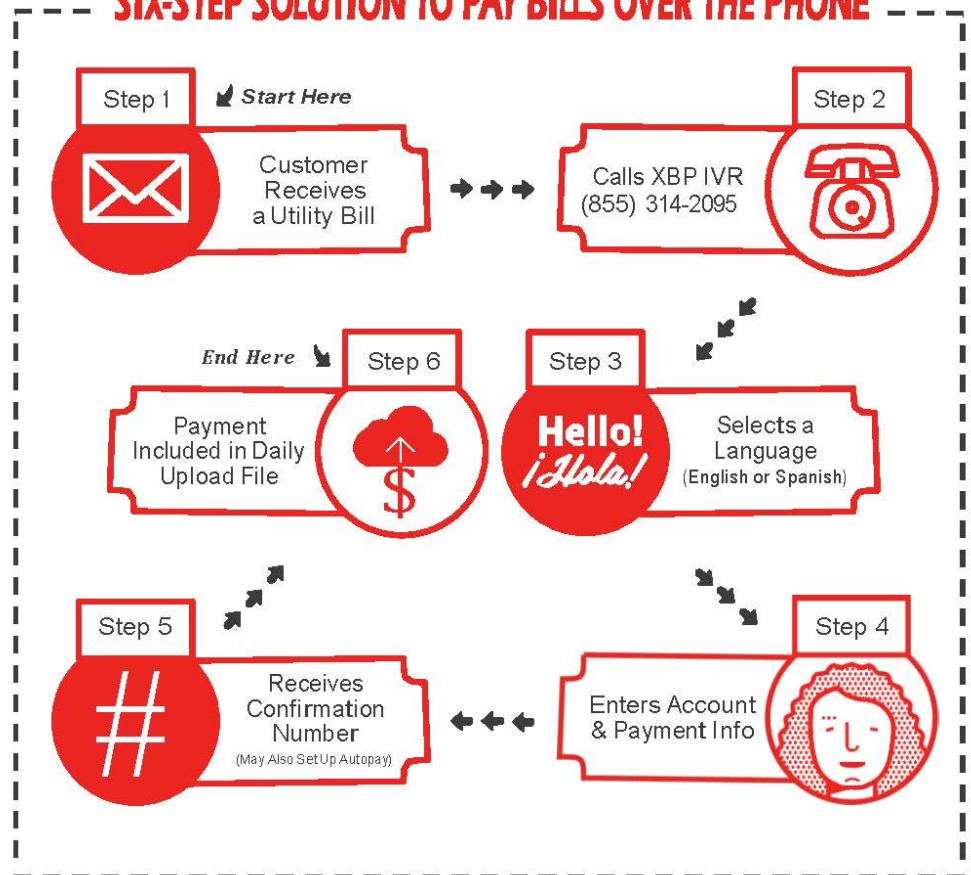
Additionally, you may also make payments with a live operator from our call center. If you'd prefer to make your payment with a live operator, please call 800-720-6847.

Both the IVR system and our payment center offer service in English and Spanish. (Note: Payment center Spanish service hours vary.)

If you have questions about IVR, call Xpress Bill Pay at 800-766-2350. Xpress Bill Pay is the online payment portal for the City of San Luis.

xpress BILL PAY

SIX-STEP SOLUTION TO PAY BILLS OVER THE PHONE



¡Ahora! Todos los residentes y empresas de la Ciudad de San Luis pueden pagar su factura 24/7 con nuestro sistema de Respuesta Interactiva de Voz (IVR) por sus siglas en inglés.

¡Aquí está otra manera rápida y conveniente para que usted pague su factura 24/7! No necesita computadora. Simplemente llame al número gratuito **855-314-2095**.

¿Qué es el sistema IVR?

El sistema IVR (Interactive Voice Response) le proporciona una forma completa de pago de facturas a través del teléfono.

Puede pagar sus facturas en cualquier momento y en cualquier lugar. Todo lo que necesita es un teléfono.

¿Cómo funciona?

Marque el número gratuito (855-314-2095), presione uno y proporcione su número de cuenta.

El sistema IVR le dirá el saldo de su cuenta, la fecha en que vence el pago y, lo guiará para realizar su pago.

Usted continuara haciendo su pago con tarjeta de crédito, débito o cheque electrónico.

Se le proporcionara un número de confirmación y se le notificara si la transacción ha tenido éxito o no.

Al final de la llamada, usted también tendrá la opción de programar su pago automatizado.

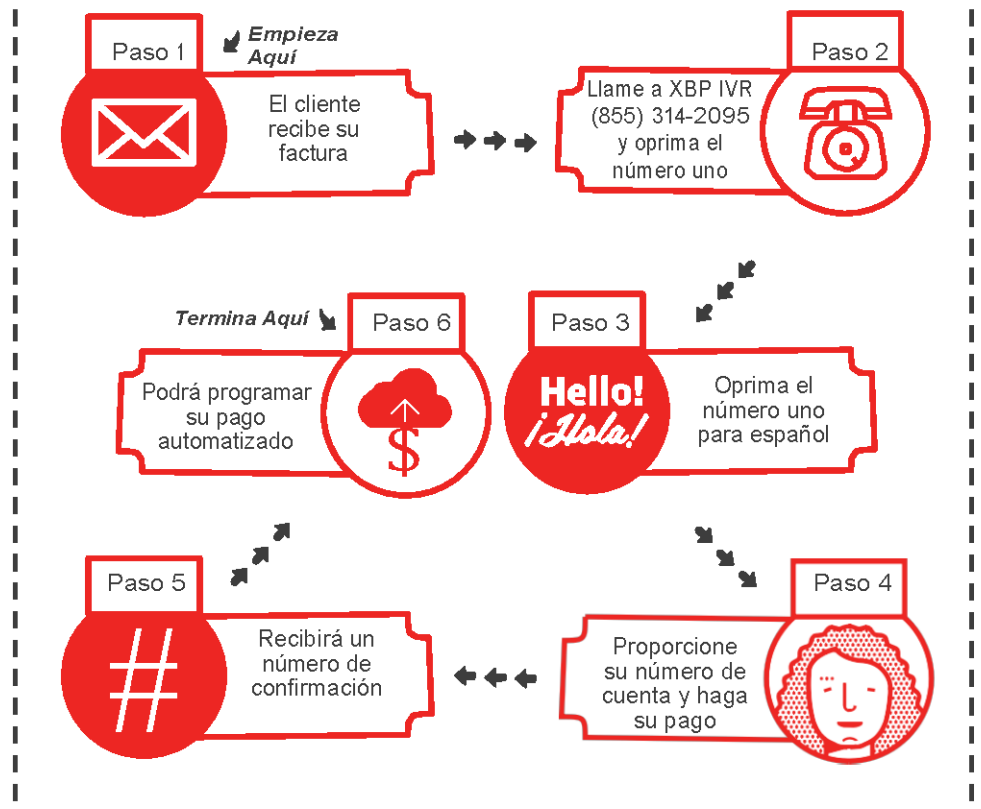
Además, puede realizar pagos con un operador de nuestro centro de pagos, si así lo prefiere. Para realizar su pago con un operador, llame a 800-720-6847, primero oprima el número uno, después el número dos, y pregunte por servicio en español.

Tanto el sistema IVR como nuestro centro de pagos ofrecen servicios en inglés y español. (Nota: Las horas de servicio en español en el centro de pagos varían.)

Si tiene preguntas sobre IVR, llame a Xpress Bill Pay al 800-766-2350. Xpress Bill Pay es el portal de pagos en línea de la Ciudad de San Luis.

xpress BILL PAY

6 Pasos para Pagar su Factura por Teléfono



928-341-8570

Para Español,
por favor oprima
#1

**City of San Luis
Welcome
message**

Thank you for
calling the City
of San Luis
Billing &
Collections
Department –
Gracias por
llamar al
departamento
de facturación y
cobranza de la
Ciudad de San
Luis

To continue in
English, please press
#2

Para realizar un pago usando el Sistema de respuesta interactiva (IVR), marque 1.

Para realizar un pago con un operador del centro de pagos, marque 2.

Si su servicio ha sido desconectado por falta de pago, marque 3.

Si tiene problemas con XBP y desea soporte técnico, marque 4.

Para hablar con un representante referente a su cuenta de servicios públicos, marque 5.

Para repetir las opciones marque 6.

To make a payment using the interactive voice response system, press 1.

To make a payment with a live operator, press 2.

If your service has been disconnected, press 3.

If you are having technical difficulties with XBP, Press 4.

To speak with a representative regarding your utility account, press 5.

To repeat these options press 6.

Call transferred to XBP (855)314-2095

Call transferred to XBP (800)720-6847

Ext. 8570 rings in all stations (utilities)

Call transfer to XBP technical support (800)766-2350

Ext. 8570 rings in all stations (utilities)

Loop back to selections in Spanish.

Call transferred to XBP (855)314-2095

Call transferred to XBP (800)720-6847

Ext. 8570 rings in all stations (utilities)

Call transferred to XBP technical support (800)766-2350

Ext. 8570 rings in all stations (utilities)

Loop back to selections in English.

Jorge Perez

From: Kaitlin Brannelly <kbrannelly@xpressbillpay.com>
Sent: Tuesday, February 7, 2017 5:18 PM
To: Jorge Perez
Subject: RE: Interactive Voice Response System
Attachments: San Luis IVR Announcement.pdf

Jorge,

I appreciate your email! I am excited to work with you as well.

I am happy to hear that the real-time balances are looking good!

I would be happy to provide you with pricing for our IVR system.

IVR and Live Operator Assisted Payments Pricing

\$0.75 per transaction within the call **(FYI...this was just lowered from \$1.95 to \$0.75)**

This pricing would be added to your monthly invoice from us. No setup fee.

You are able to view all payments made through our phone services in your "Reports" tool on XBP.

Another feature we will be offering is your own private toll free number. Instead of sending out our generic one, you can have your own number for the City of San Luis. This eliminates the step of having to enter your zip code when calling in.

The only thing you need to do for setup is send out our toll free number (or yours) to your customers and get the word out, it is that simple. We will help you get the word out. We have marketing materials for you to send out via postal mail or email. I have attached a sample flyer of what that would look like. See attachment...

Let me know your thoughts and questions!

Thanks Jorge!

Kaitlin Brannelly
Manager of Customer Experience
P: 800-971-4313
F: 800-768-0535

Xpress BILL PAY

CONFIDENTIALITY NOTICE: The information contained in this e-mail message, including any attachments, is for the exclusive and confidential use of the individuals named as recipients. Any unauthorized review, use, disclosure, or distribution of this message is strictly prohibited.

From: Jorge Perez [mailto:jperez@cityofsanluis.org]
Sent: Monday, February 6, 2017 2:24 PM

To: Kaitlin Brannelly <kbrannelly@xpressbillpay.com>

Subject: Interactive Voice Response System

Good afternoon Kaitlin,

I am looking forward to be working with you.

Actually, I already have my first question. We would like to know what would it cost us to move into your IVR system. We have been diligently working with New World System and XpressBillPay in setting up an export file that will allow us to have real-time balances on both software (Billing software and XBP). We are currently exporting files from NWS to XBP and balances are looking good.

The IVR system is something that we have in the loop as it will really help us in our daily operations and will also improve our customer service.

Could you please let me know what the requirements and costs will be for this transition? We are in the middle of budget preparations for next fiscal year, and the IVR system is definitely something that I would like to include.

Your attention and time on this matter is greatly appreciated.

Jorge R. Perez, CPM

Water Meter Reader Tech | Utilities Billing & Collections
1090 E. Union Street | P.O. Box 3750 | San Luis, Az 85349
Office: (928) 341-8570 | Ext. 2028 | Fax: (928) 341-8549
jperez@cityofsanluis.org | www.cityofsanluis.org



From: Olivia Jenkins

Sent: Wednesday, February 1, 2017 6:21 PM

To: billingsupport@xpressbillpay.com; Kaitlin Brannelly <kbrannelly@xpressbillpay.com>

Cc: Jorge Perez <jperez@cityofsanluis.org>

Subject: Change in Contact

Hello Kaitlin,

Thank you for calling and reaching out last week. As per our brief conversation, I'm no longer in Utilities-Billing and Collections Department. Please, effective immediately, if you could please change the contact information so that the appropriate staff in Utilities may receive the information. Please add Jorge Perez who will be handling all of departments office operations, his email jperez@cityofsanluis.org, please replace my name/contact information with his, in the Auto Pay Notifications, Billing Statements, and as the Administrator in Xpress Bill Pay web access rights.

Your time and attention on the matter will be greatly appreciated, thank you.

Olivia Jenkins, HR Director

San Luis, AZ 85349

P: (928)341-8579 | F: (928)722-6773

ojenkins@cityofsanluis.org

Electronic Payments

