



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 12, 2018. 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, 12 de Diciembre del 2018. 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 12, 2018
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. PRESENTATION**
- 4. A. Presentation of the 2018-2019 San Luis Youth Council. (Francia Alonso, Acting Public Information Officer/Assistant to Council)**
- 5. CONSENT AGENDA**
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
- 5. A. MINUTES OF**
- Regular Council held November 14, 2018
- Work Session held November 21, 2018
- 5. B. DISBURSEMENTS FROM NOVEMBER 17, 2018 TO NOVEMBER 30, 2018**
Total Disbursements \$714,418.57
(Seven Hundred Fourteen Thousand, Four Hundred, Eighteen Dollars and Fifty-Seven Cents)
- 5. C. Discussion and possible action on any and all matters regarding the approval of a 6-month renewal/extension agreement between the City of San Luis and Border Gym Fitness, L.L.C. (Fausto Gonzalez, HR Training & Programs Coordinator)**

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6. A.** Discussion and possible action on any and all matters regarding the purchase of a new Peterbilt/Scorpion Solid Waste Truck for the Solid Waste Division. **(Manuel Rojas, Assistant Director of Public Works and Monica Castro, Director of Finance)**
- 6. B.** Discussion and possible action on any and all matters regarding a contract with Cooperative Personnel Services (CPS) HR Consulting for additional support in services for general classification and compensation as needed and waiver of formal purchasing procedures as permitted under San Luis City Code Section 36.01(H). **(Olivia Jenkins, Human Resources Manager)**
- 6. C.** Discussion and possible action on any and all matters regarding a contract with Pierce Coleman Law Firm for a scope of work and services to perform review and revision of the 2008 City of San Luis Personnel Policies. **(Olivia Jenkins, Human Resources Manager)**
- 6. D.** Discussion and possible action on any and all matters regarding authorization to go out to bid for the installation of linear panels project for the interior of the San Luis Gym. **(Lizandro Galaviz, Director of Parks & Recreation)**

7. SUMMARY OF CURRENT EVENTS

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

8. CALL TO THE PUBLIC

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

9. EXECUTIVE SESSION

Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A)(1), A.R.S. §38-431.03(A)(3) and A.R.S. §38-431.03(A)(4) on any and all matters relating to the position of Chief of Police and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of Chief of Police, including discussion of possible confirmation of the City Manager's appointment of the Chief of Police and/or discussion of approval of terms and/or conditions of said appointment pursuant to San Luis City Code §32.02, and consultation with the attorney or attorneys of the City regarding the same. **(Gerardo Sanchez, Mayor)**

10. MOTION TO GO BACK INTO REGULAR SESSION

11. DISCUSSION AND POSSIBLE ACTION ITEM:

- 11. A.** Discussion and possible action regarding any and all matters related to the position of Chief of Police including confirmation of the possible appointment by the City Manager and approval of terms and/or of conditions pursuant to San Luis City Code §32.02. **(Tadeo A. De La Hoya, City Manager)**

12. ADJOURNMENT



PRESENTATION

Regular City Council Meeting

4.A.

Meeting Date: 12/12/2018

Presentation Topic/Summary:

Presentation of the 2018-2019 San Luis Youth Council. **(Francia Alonso, Acting Public Information Officer/Assistant to Council)**



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.A.

Meeting Date: 12/12/2018

Summary

MINUTES OF

- Regular Council held November 14, 2018
 - Work Session held November 21, 2018
-

Attachments

11/14/2018 RCM

11/21/2018 WS

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 14, 2018
7:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:04 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Maria Cecilia Ramos (arrived at approximately 7:07 p.m.)
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Gloria Torres
Council Member Ruben Walshe

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Tadeo De La Hoya, City Manager
Sonia Cornelio, City Clerk
Angel Ramirez, Acting Fire Chief
Aracely De La Hoya, Senior Center Manager
Axel Chayra, I.T. Technician
Ely Bonilla, Police Department
Eulogio Vera, Director of Public Works
Francia Alonso, Acting PIO/Assistant to Council
Glenn Gimbut, Assistant City Attorney
Jenny Torres, Economic Development
Jose Cisneros, Administrative Coordinator
Kay Marion Macuil, City Attorney
Lizandro Galaviz, Director of Parks & Recreation
Lizeth Laguna, Police Department
Manuel Rojas, Assistant Director of Public Works
Michelle Boucher, Police Department
Olivia Jenkins, Human Resources Manager
Richard Jessup, Acting Chief of Police
Ric Bauermann, Fire Department
Socorro Ayala, Police Department
Andrea Soto, Arizona Western College Work Study
Jose Ponce, Council Member Elect

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Mario Buchanan Jr.

3. INVOCATION

The Invocation was led by Mr. Richard Jessup, Acting Chief of Police.

4. PROCLAMATION/PRESENTATION

4. A. Proclamation-Law Enforcement Records Appreciation Day

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

Mr. Richard Jessup, Acting Chief of Police, recognized Ely Bonilla, Socorro Ayala and Lizeth Laguna with a plaque for their hard work and dedication to the City of San Luis Police Records.

4. B. Presentation of retirement plaque to Police Canine "Denis" in recognition of 9 years of service to the City of San Luis Police Department and the community of the City of San Luis. (Richard Jessup, Acting Chief of Police).

Mr. Richard Jessup, Acting Chief of Police, explained that Denis was involved in an incident last night where once more he was able to do a good job.

Mayor Gerardo Sanchez stated that Denis will be missed and appreciates what he has done for the community.

Vice Mayor Maria Cecilia Ramos thanked Denis for protecting the City of San Luis Police Officers adding that animals are so special, they are God's creation and had a very special job.

Officer Jose Vasquez, Denis handler, thanked Denis, his family, canine unit from the Cities of San Luis and Yuma for their support and help.

Mayor Gerardo Sanchez proceeded to recognize the veterans from the City of San Luis, before continuing with the Consent Agenda.

5. CONSENT AGENDA

5. A. Minutes of

- Regular Council meeting held October 10, 2018
- Regular Council meeting held October 24, 2018

5. B. DISBURSEMENTS FROM OCTOBER 13, 2018 TO NOVEMBER 2, 2018

Total Disbursements \$1,176,284.87

(One Million, One Hundred Seventy-Six Thousand, Two Hundred Eighty-Four Dollars and Eighty-Seven Cents)

5.C. Discussion and possible action on any and all matters regarding the award of a construction contract to DPE Construction, Inc. for International Plaza I Improvements (CDBG Contract #136-18). (Jenny Torres, Economic Development Manager)

5.D. Discussion and possible action on any and all matters regarding the award of a construction contract to CEMEX Construction Materials South, L.L.C., for Merrill Avenue Improvements Phase II (Rio Sonora and San Felipe) (CDBG Contract #114-18). (Jenny Torres, Economic Development Manager)

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. Discussion and possible action on any and all matters regarding the purchase of two (2) 2019 Chevy Crew Cab 4x4 trucks with tow packages for the Water Division. (Manuel Rojas, Assistant Director of Public Works)

Mr. Manuel Rojas, Assistant Director of Public Works, explained that subject vehicles will replace a current vehicle and a new vehicle for Public Works Administration. The replacement unit will be assigned to the new Engineering Technician/Project Manager position. Public Works Administration recommends the purchase of subject vehicles as presented. Staff contacted Midway Chevrolet Nissan Isuzu Truck from Phoenix, Arizona with a total price of \$67,163.00. They also contacted Fisher Chevrolet in Yuma, Arizona and the local vendor provided a lower quote of \$66,811.80. Under San Luis City Code-Purchasing Section 36.01(H), City Council may waive formal purchasing procedures. Here as shown by the state contract the bidding process is not likely to result in a lower price. Staff requests waiver of the formal purchasing requirements and recommends the approval to purchase the vehicle. The vehicle was approved in the budget for Fiscal Year 2019.

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Mario Buchanan Jr. to approve the purchase of two (2) Chevy Crew Cab 4x4 trucks with tow packages for the total price of \$67,163.00 and to approve to waive formal purchasing procedures for the reason given by staff. Motion passed unanimously.

6. B. Discussion and possible action on any and all matters regarding the authorization to approve South Yuma County Landfill the city's landfill services for Fiscal Year 2018-2019 and ratification of the same. (Manuel Rojas, Assistant Director of Public Works)

Mr. Manuel Rojas, Assistant Director of Public Works, stated that staff received a rate agreement from South Yuma County Landfill for the remainder of Fiscal Year 2018-2019. Public Works Department, recommends waiving formal procurement procedures as allowed under San Luis Purchasing Code Section 36.01(H). Waiving formal purchasing procedures is justified, due to other landfill sources being impractical because of longer travel time and distance, increased operational maintenance to our fleet, and increased fuel consumption. The current rate is competitive and is one of the lowest in the area. Staff also requests ratification to the rate agreement for landfill invoices paid from July 1, 2018 to the present and going forward.

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to ratify and approve the landfill rate agreement with South Yuma County Landfill for the reasons presented. Motion passed unanimously.

6. C. Discussion and possible action on any and all matters regarding the purchase approval of two (2) Portable Message Boards. (Manuel Rojas, Assistant Director of Public Works)

Mr. Manuel Rojas, Assistant Director of Public Works, described that the message boards Model # MB8249 are solar powered, portable changeable message sign, capability of three (3) lines of alphanumeric 10" high text and graphics/animations, LED display, multiple fonts, powder coat paint system, and the display is 82" x 49" with hydraulic style trailer. It supports storage of up to 100 changeable messages and up to 260 predefined messages (text & graphics). The system comes standard with four (4) 6-volt batteries and 160 watts of solar. The purchase is under a GSA contract. One message board will be purchased by Water Division and another by Highway Users Division.

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Mario Buchanan Jr. to approve the purchase of two (2) portable message boards in the total amount of \$24,428.48 as presented. Motion passed unanimously.

6. D. Discussion and possible action on any and all matters regarding the City of San Luis accepting slurry seal application services from American Pavement Preservation for application of Type 2 and Type 3 slurry seal as part of the FY2019 Pavement Preservation Project. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that in continuance of the Pavement Preservation Program, staff recommends that the city accepts services offered by American Pavement Preservation, for a total amount not to exceed \$220,000.00. The city would piggyback on a contract that the City of Yuma has with American Pavement Preservation, Slurry Seal Service, BID#2016-20000024. The City of Yuma completed the full bidding process for slurry services in 2016 for a 5-year contract, which allows for the cooperative use of the contract. We will comply with states cooperative purchasing under A.R.S. §41-2632(2).

This request also complies with the San Luis Purchasing Code Section 36.09, Cooperative Purchasing. The justification for Cooperative Purchasing under San Luis Purchasing Code is that another entity (in this case the City of Yuma) went out to bid, so duplicating the expense of the bidding process is not cost effective where the result will likely be the same cost Yuma already got under its bid. The \$220,000.00 is under the state law threshold for bidding out for street construction which is \$227,925.00.

Mr. Vera added that the areas to be covered are Bienestar 9A and 9B, north half of Piceno Drive and will be doing slurry application over the storm rain patches that were done by the county flood control district along Cesar Chavez, B, C and D Streets

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Africa Luna-Carrasco to approve the purchase of slurry seal application services through American Pavement Preservation for \$220,000.00. Motion passed unanimously.

6.E. Discussion and possible action on any and all matters regarding the authorization to process payment to Yuma County Water Users' Association for the construction of three (3) outlet headwalls within the Main Drain Rights-of-Way. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, said that staff is requesting approval to process payment to Yuma County Water Users' Association for construction of three (3) storm water outlet headwalls within the main drain rights-of-way. As part of the International Plaza I Improvements Project, two (2) storm drain outlet headwalls need to be upgraded to accept larger diameter discharge pipes. A third outlet headwall also needs to be installed on the International Plaza II side of the main drain extending the one built as part of the Lakin Drive Repaving Project. In the past projects, the city's contractors would have done this work, but Yuma County Water Users' Association now requires that they do the work themselves. Their scope would consist of building three (3) headwall for 24" diameter pipe with two (2) concrete piling each. One of the headwalls will also get 8' of 24" RGRCP pipe installed with it and one concrete tie-in collar.

The estimated total cost for the construction of these headwalls is \$22,654.03. Payment of at least \$11,327.02 or approximately 50% of the estimated total job cost is required to be paid in advance to purchase materials. Staff recommends paying \$12,000.00 at this time so that material can be ordered and the remaining of the cost upon completion of the project. Since the Yuma County Water Users require that the work be done themselves, no written quotes are required under the City Code-Purchasing Section 36.02 since the Yuma County Water Users are an exclusive service.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve contracting with the Yuma County Water Users' Association for the construction of the three (3) storm water outlet headwalls, which is estimated to cost \$22,654.03 and to pay Yuma County Water Users up to \$12,000.00 to purchase materials. Motion passed unanimously.

6.F. 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 the City of San Luis Parks and Recreation Department to sell alcohol at the Founders Day Celebration to be held on Saturday, December 08, 2018. (Lizandro Galaviz, Director of Parks and Recreation)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to open the public hearing. Motion passed unanimously.

1. Presentation by staff and/or applicant

Mr. Lizandro Galaviz, Director of Parks & Recreation, explained that the City of San Luis Parks & Recreation Department is requesting to sell alcohol at the 2018 Founders Day Celebration Event to be held on Saturday, December 08, 2018 from 4:00 p.m to 10:00 p.m. at the San Luis Joe Orduño Park. The City of San Luis, Parks and Recreation Department will partner with San Luis FRONTERA. 50% of the alcohol sale proceeds and the San Luis FRONTERA Rotary will receive the remaining 50% of the alcohol sale proceeds.

2. Call to the public on this item

There were no comments from the public on this item.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./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 Mario Buchanan Jr. to recommend approval to the Arizona Department of Liquor Licenses and Control for the Special Event Liquor License as presented. Motion passed with five (5) aye votes and one (1) nay vote from Vice Mayor Maria Cecilia Ramos.

6.G. 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 St. Jude Thaddeus Parish to serve/sell alcohol at their Gala Dinner to be held November 30, 2018. (Father Jose Abraham Guerrero, St. Jude Thaddeus Parish)

A. Open public hearing

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

1. Presentation by staff and/or applicant

Mrs. Sonia Cornelio, City Clerk, explained that the application was submitted to her office by the catholic church St. Jude. A representative from the church is present to answer any questions regarding this application.

2. Call to the public on this item

There were no comments from the public on this item.

B. Close public hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres 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 Mario Buchanan Jr./Council Member Gloria Torres to recommend approval to the Arizona Department of Liquor Licenses and Control the application for the Special Event Liquor License of St. Jude Thaddeus Parish as presented. Motion passed with five (5) aye votes and one (1) nay vote from Vice Mayor Maria Cecilia Ramos.

7. SUMMARY OF CURRENT EVENTS

Vice Mayor Maria Cecilia Ramos reported that they had their first fashion show for the Domestic Violence Coalition at the Cesar Chavez Cultural Center at 6:00 p.m. on October 25, 2018, it was an amazing event.

Council Member Africa Luna-Carrasco reported that she attended the NLC Conference in Los Angeles, California; there were over 3,600 elected officials from all over the country. Some of the topics discussed were the census and how to prepare the youth for the workforce to be contributing members. She brought back important information that she will share with different department and the City Council.

8. CALL TO THE PUBLIC

There were no comments by the members of the public.

9. EXECUTIVE SESSION

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

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) on any and all matters regarding discussion or consultation for legal advice with the city's attorneys regarding the Industrial Development Authority of San Luis issuing lending pursuant to A.R.S. 35-701 through 35-773 for a medical mall. (Kay Marion Macuil, City Attorney)

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to go into Executive Session at approximately 7:42 p.m. Motion passed unanimously.

10. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres to go back into Regular Session at approximately 8:44 p.m. Motion passed unanimously.

11. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to adjourn the Regular Council meeting at approximately 8:45 p.m. Motion passed unanimously.

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 21, 2018
6:30 p.m.

1. **CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Work Session to order at approximately 6:32 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice-Mayor Maria Cecilia Ramos
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Matias Rosales
Council Member Gloria Torres
Council Member Ruben Walshe-arrived at 6:44 p.m.

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Adan Garcia, Police Department
Adrian Hemmer, Police Department
Alan Guevara, Police Department
Aldo Garcia, Fire Department
Angel Ramirez, Acting Chief of Police
Angelica Cifuentes, Finance Department
Arturo Coronado, Fire Department
Cesar Mora, Fire Department
Daniel Dominguez, Fire Department
Derek Dueñas, Information Technology Manager
Elias Gonzalez, Police Department
Francia Alonso, Acting PIO/Assistant to Mayor and Council
Gabby Guevara, Police Department
Guillermo Zendejas, Fire Department
Hazel Perez, Police Department
Isidro Lopez, Fire Department
Javier Gonzalez, Fire Department
Jenny Torres, Economic Development Manager
Jeremy Humphrey, Fire Department

Jesus De Leon, Police Department
Jesus Meza, Assistant Parks & Recreation Director
Joaquin Campa, Building Official
Joel Saucedo, Police Department
Johnnie Morris, Fire Department
Jorge Mungaray, Information Technology Department
Jorge Perez, Billing & Collections Manager
Jose A. Guzman, Director of Planning & Zoning
Jose Barragan, Fire Department
Jose Carrillo, Police Department
Jose Encinas, Police Department
Jose Vasquez, Police Department
Lino Valencia, Police Department
Marco Santana, Police Lieutenant
Mario Eliazanes, Fire Department
Miguel Barron, Police Department
Mike Odell, Fire Department
Monica Castro, Director of Finance
Olivia Jenkins, Human Resources Manager
Ramses Curiel, Police Department
Ric Bauermann, Fire Department
Richard Jessup, Acting Chief of Police
Rodrigo Rodarte, Fire Department
Socorro Ayala, Police Department

2. ITEMS FOR DISCUSSION ONLY:

2. A. Discussion and possible directions to staff on any and all matters regarding the informational presentation by Stifel, Public Finance Advisors on the process to raise revenue through a property tax to improve city services to the residents of San Luis, Arizona. (Mark Reader, Managing Director at Stifel)

Mr. Mark Reader, Managing Director of Stifel, stated that cities in Arizona have two (2) types of property tax, one is a Primary Property Tax, which the city does not currently levy a property tax approved by voters throughout the state. The property tax levies of which go from maintenance and operations for budgeting purposes is called the Primary Property Tax which the city does not have and the city is considering one for the May election. He explained that there is also a second tax known as the Secondary Property Tax Levy, which is for bonds and generally overrides. In Yuma County there are several overlapping jurisdictions that the citizens of the community pay property tax

each year. A property tax is a tax levy on property in the city, the amount of property tax is paid would be a function of what the secondary tax rate would be. The higher the value of the homes that higher the taxes is. He informed that if a city or town in Arizona wants to levy a property tax for additional services it is required under the constitution to set the levy amount and ask voter for the ability to do that. Mr. Reader followed with the power point presentation which included the following slides, Presentation Overview, Constitutional Limitation, Initial Base Levy Limit, Tax Levy Estimates, Limited Assessed Property Value History, Tax Levy Estimate Scenarios, Estimated Taxpayer Impacts FY 2019-2020, Tax Levy Estimates-A Note of Caution, Primary Rate in Other Sample Cities (FY 18-19), General Obligation Bonding Capacity, Sample Debt Service Schedule, and Estimated Average Taxpayer Impact. A copy of this presentation is included in the complete agenda packet on file in the Office of the City Clerk. Mr. Reader informed that he has worked with other cities and towns, such as the City of Somerton in 2006, they had a successful primary tax election, and their tax rate is \$1.72 which generates \$661,000.00 a year. He mentioned that the City of Yuma has a tax rate of \$2.27 primary tax rate which generates \$12.6 million dollars a year. He stated that the county has informed that the next consolidated election is schedule for May 2019 from which the City of San Luis will have to do their Call of Election on the third week of January 2019. He mentioned that he would like to hold a second work session with City Council to see how the money will be spent if the Primary Property Tax is approved in the community.

Mayor Gerardo Sanchez stated that property tax has been a controversial subject, this is something that has been used by many communities, and these communities have used the secondary property tax for bonds that will take forever to pay for. Mayor Gerardo Sanchez informed that the city has been through rough times during budget preparation and through recession. He mentioned that the city is going to reach a point where the city will be bankrupted. He stated that Council has to make tough decisions as the city is growing at a tremendous rate. Furthermore, he added that residents have reached to him asking for more police officers, fire personnel and more parks. He commented that he understands that no one wants to pay extra for services, for this reason it is difficult to make a decision, but it is time for Council to discuss the property tax topic. He stated that in order for this to be successful everyone from Council need to work together as well as staff need to work together. And the main supporter should be fire, police and parks.

Council Member Africa Luna-Carrasco agreed with Mayor Gerardo Sanchez. She asked for more explanation as how revenues of property tax can be utilized.

Mayor Gerardo Sanchez asked if revenues from property tax can only be used for police, fire and parks.

Mr. Reader replied that once the publicity pamphlet is out then Council will address how the funds will be utilized.

Council Member Africa Luna-Carrasco asked if this can also be assigned to streets.

Mayor Gerardo Sanchez stated that he would like to emphasize more into the three (3) departments mentioned.

Council Member Africa Luna-Carrasco thanked staff for bringing this item for discussion, if this is not done at this time, it needs to be done sooner in order to meet the demand of the community.

Mayor Gerardo Sanchez mentioned that sales tax currently being generated are not at the rate the city is growing it is not enough to keep up with the demand.

Mr. Reader informed that the city is at a 75% residential property tax in the community. As the commercial property grows over the years they will absorb a larger amount of the property tax levy, and they are assessed at a higher percentage than residential.

Council Member Gloria Torres asked if this will have to be approved in a special election.

Mayor Gerardo Sanchez replied that this will have to go to the voters in order to get it approved.

Council Member Mario Buchanan Jr. agreed with other members of Council and stated that it is time for the city to implement the property tax as this will bring positive to the community.

Mayor Gerardo Sanchez opened this item for discussion from staff.

Mr. Richard Jessup, Acting Chief of Police, thanked Police Department personnel for being present during this meeting to show their support. He stated that staff has discussed this topic and the need of the property tax to go through. He mentioned that there are three (3) major things that need to be taken into consideration, one is when the agricultural season arrives the need for more policing is needed and staff from other tasks force are needed to cover. He stated that per FBI statistic there are needed 2.5 officers per every 1,000 residents, the city runs 1 officer per every 1,200 residents. He informed that currently the San Luis Police Department is staffed with 34 officers. He mentioned that property tax is not a subject that the community would like to touch but

is necessary. Mr. Jessup added that with these funds the Police Department would be able to hire officers and this will reduce response time during emergency calls.

Mr. Angel Ramirez, Acting Fire Chief, agreed with Chief Jessup in supporting implementing a property tax in the city. He mentioned that at the pace the city is growing fire personnel presence is needed on the east side of the city. He commented that thanks to the city the department has received a lot of support by purchasing more ambulance and fire apparatus to provide service to the residents.

Mr. Joel Saucedo, Police Captain and President of the AZCOP's Association, stated that the city will also support the implementation of a property tax.

Mr. Marco Santana, Police Lieutenant, commented he understands that it is imperative to the city to implement a property tax, he added that he will give full support for this to happen.

Mr. Jesus Meza, Assistant Parks & Recreation Director, stated that his department will also support the city on implementing a property tax in the community. He mentioned that public safety and parks are a necessity to the community.

Mr. Jose Barragan, Fire Captain, stated that it is very important to provide services to the residents for this reason will also support Mayor and Council in implementing a property tax. He mentioned that he will talk to his family and friends to fully support this.

Mayor Gerardo Sanchez stated that if this is to happen and voters support it, he reassured that funds will go directly to public safety and parks; he added that he will not support anything that will deviate those funds somewhere else. He stated that public safety and parks have always been the first priority for Council.

3. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr. /Council Member Ruben Walshe to adjourn the Work Session at approximately 7:22 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.B.

Meeting Date: 12/12/2018

Summary

DISBURSEMENTS FROM NOVEMBER 17, 2018 TO NOVEMBER 30, 2018

Total Disbursements \$714,418.57

(Seven Hundred Fourteen Thousand, Four Hundred, Eighteen Dollars and Fifty-Seven Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING DECEMBER 12, 2018
Disbursement Reports from 11/17/2018 to 11/30/2018

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	11/21/2018	\$ 283,573.95	Schedule A
Payroll Check Account	11/27/2018	\$ 322,692.16	Schedule B
Accounts Payable Check Account	11/29/2018	\$ 108,152.46	Schedule C

Total Disbursements: \$ 714,418.57

Please contact Ms. Monica Castro prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: _____

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

DEC - 4 2018

Office of the City Clerk
City of San Luis, Arizona

Payment Register

From Payment Date: 11/19/2018 - To Payment Date: 11/21/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Checks					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	72	\$283,573.95	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	72	\$283,573.95	\$0.00	
				All					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	72	\$283,573.95	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	72	\$283,573.95	\$0.00	
Grand Totals:				Checks					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	72	\$283,573.95	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	72	\$283,573.95	\$0.00	
				All					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	72	\$283,573.95	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	72	\$283,573.95	\$0.00	

Prepared by:
Maggie Dominguez
 Date: *Maggie D.*
11/21/18

Payment Register

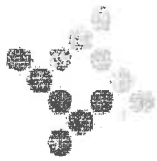
From Payment Date: 11/19/2018 - To Payment Date: 11/21/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
87248	11/21/2018	Open			Accounts Payable	B&H FOTO & ELECTRONICS CORP.	\$4,216.28		
87249	11/21/2018	Open			Accounts Payable	MORENO, MIGUEL	\$55.33		
87250	11/21/2018	Open			Accounts Payable	24-7 GET FIT SL, LLC	\$559.72		
87251	11/21/2018	Open			Accounts Payable	A & H ELECTRIC	\$700.16		
87252	11/21/2018	Open			Accounts Payable	AIRGAS-WEST	\$1,327.11		
87253	11/21/2018	Open			Accounts Payable	ALSCO, INC	\$231.68		
87254	11/21/2018	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,769.84		
87255	11/21/2018	Open			Accounts Payable	ARIZONA STATE TREASURER	\$28,867.13		
87256	11/21/2018	Open			Accounts Payable	AZ JP ASSOCIATION	\$215.00		
87257	11/21/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$89.00		
87258	11/21/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$245.00		
87259	11/21/2018	Open			Accounts Payable	BILL ALEXANDER FORD	\$674.03		
87260	11/21/2018	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$453.37		
87261	11/21/2018	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$832.34		
87262	11/21/2018	Open			Accounts Payable	BORDER GYM FITNESS LLC	\$594.00		
87263	11/21/2018	Open			Accounts Payable	BRIZUELA, AURELIA	\$40.00		
87264	11/21/2018	Open			Accounts Payable	BSN SPORTS	\$2,376.79		
87265	11/21/2018	Open			Accounts Payable	CHAYRA, AXEL	\$150.00		
87266	11/21/2018	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$50.00		
87267	11/21/2018	Open			Accounts Payable	COPELAND INVESTIGATIONS LLC	\$5,925.00		
87268	11/21/2018	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$145.61		
87269	11/21/2018	Open			Accounts Payable	DPE CONSTRUCTION, INC	\$162,362.58		
87270	11/21/2018	Open			Accounts Payable	FISHER CHRYSLER	\$103.73		
87271	11/21/2018	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$270.00		
87272	11/21/2018	Open			Accounts Payable	GALERIA CAFE	\$720.00		
87273	11/21/2018	Open			Accounts Payable	GARCIA, JESUS	\$100.00		
87274	11/21/2018	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$290.00		
87275	11/21/2018	Open			Accounts Payable	GONZALEZ, MIGUEL	\$140.92		
87276	11/21/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$442.28		
87277	11/21/2018	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$181.81		
87278	11/21/2018	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$3,469.77		
87279	11/21/2018	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$16,733.75		
87280	11/21/2018	Open			Accounts Payable	JC COATINGS	\$650.00		
87281	11/21/2018	Open			Accounts Payable	JUAREZ, JOSHUA	\$200.00		
87282	11/21/2018	Open			Accounts Payable	L.N. CURTIS & SONS	\$526.36		
87283	11/21/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,852.86		
87284	11/21/2018	Open			Accounts Payable	LEON, LAURA	\$91.00		
87285	11/21/2018	Open			Accounts Payable	LOOMIS	\$1,437.62		
87286	11/21/2018	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$2,600.00		
87287	11/21/2018	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$60.00		
87288	11/21/2018	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$204.60		
87289	11/21/2018	Open			Accounts Payable	MUNGARAY, JORGE	\$150.00		
87290	11/21/2018	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		

Payment Register

From Payment Date: 11/19/2018 - To Payment Date: 11/21/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87291	11/21/2018	Open			Accounts Payable	NICKLAUS ENGINEERING	\$1,265.00		
87292	11/21/2018	Open			Accounts Payable	PEREZ, DAYANARA	\$25.00		
87293	11/21/2018	Open			Accounts Payable	PEREZ, JORGE	\$91.00		
87294	11/21/2018	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$2,104.00		
87295	11/21/2018	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$128.55		
87296	11/21/2018	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	\$70.00		
87297	11/21/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$506.35		
87298	11/21/2018	Open			Accounts Payable	QUINONES TIRE LLC	\$10.00		
87299	11/21/2018	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$912.00		
87300	11/21/2018	Open			Accounts Payable	RAMON MOSQUEDA	\$195.00		
87301	11/21/2018	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$14.79		
87302	11/21/2018	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$14,061.21		
87303	11/21/2018	Open			Accounts Payable	SIGN MASTERS	\$289.13		
87304	11/21/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	\$540.00		
87305	11/21/2018	Open			Accounts Payable	SPECTRUM BUSINESS	\$5,340.75		
87306	11/21/2018	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$1,111.92		
87307	11/21/2018	Open			Accounts Payable	THE ROACH PEST CONTROL	\$1,225.00		
87308	11/21/2018	Open			Accounts Payable	ULINE, INC.	\$101.97		
87309	11/21/2018	Open			Accounts Payable	UNITED LABORATORIES INC.	\$1,406.00		
87310	11/21/2018	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$629.00		
87311	11/21/2018	Open			Accounts Payable	USA BLUE BOOK	\$230.12		
87312	11/21/2018	Open			Accounts Payable	VASQUEZ, DEBORA, ANN	\$300.00		
87313	11/21/2018	Open			Accounts Payable	VERIZON WIRELESS MESSAGING SVC	\$5,147.55		
87314	11/21/2018	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$23.30		
87315	11/21/2018	Open			Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER	\$21.01		
87316	11/21/2018	Open			Accounts Payable	YUMA COUNTY TREASURER	\$138.05		
87317	11/21/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$3,233.96		
87318	11/21/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$1,613.95		
87319	11/21/2018	Open			Accounts Payable	Z TRENDZ	\$565.55		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							72 Transactions	\$283,573.95	



Schedule B Pay Day Register

Pay Date Range 11/10/18 - 11/23/18

Pay Batch 201824

Pay Batch 201824 Total

Employees in Pay Batch 241

Female Employees in Pay Batch 60

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	13,666.7430	271,629.47	Gross	442,238.05	ASRS ALTERNATE	830.72 7,889.07
1000 - ADMIN LEAVE	56.0000	731.36	Imputed Income		AZ STATE RETIREMENT	29,365.05 250,682.08
1001 - LEAVE WITHOUT PAY	3.1667	.00	FEDERAL TAX WITHHOLDING	26,879.77	LONG TERM DISABILITY	403.64 250,682.08
1009 - PART TIME	225.5001	4,655.47	SOCIAL SECURITY TAX	27,418.79	PSPRS FIRE DB NORM - TIER 1	10,243.00 72,542.30
1010 - PART TIME FIREFIGHTERS	12.5000	197.38	MEDICARE	6,412.46	PSPRS FIRE DB NORM - TIER 3	950.53 9,562.59
201 - OVERTIME	1,021.1670	29,335.77	STATE WITHHOLDING	10,534.40	PSPRS FIRE DB UNFUND - TIER	3,394.96 72,542.30
202 - OP STONE GARDEN- O.T.	327.5000	11,179.44	AFLAC - LIFE	53.55	PSPRS FIRE DB UNFUND - TIER	525.91 11,237.25
203 - DUI ABATEMENT	35.5000	1,114.45	AZ STATE RETIREMENT	29,365.05	PSPRS FIRE DCRP - TIER 3	150.72 1,674.66
300 - VACATION EARNED	1,018.4699	.00	AZ STATE RETIREMENT	44.71	PSPRS FIRE DISABILITY - TIER	25.29 1,674.66
301 - VACATION USED	705.5830	13,215.40	DEFERRED COMPENSATION	670.00	PSPRS POLICE DB NORM - TIER	9,331.98 78,157.58
400 - SICK EARNED	904.1000	.00	GARNISHMENT - CHILD	1,366.84	PSPRS POLICE DB NORM - TIER	570.80 4,780.59
401 - SICK USED	520.2501	9,662.53	LONG TERM DISABILITY	403.64	PSPRS POLICE DB NORM - TIER	957.90 9,636.75
500 - ON CALL PAY	.0000	900.00	PSPRS FIRE DB RATE - TIER 1a	3,940.93	PSPRS POLICE DB UNFUND -	10,754.46 78,157.58
502 - ON CALL PAY I.T.	.0000	150.00	PSPRS FIRE DB RATE - TIER 1b	2,449.63	PSPRS POLICE DB UNFUND -	657.81 4,780.59
701 - HOLIDAY	3,440.0000	70,241.60	PSPRS FIRE DB RATE - TIER 3	950.53	PSPRS POLICE DB UNFUND -	1,326.02 9,636.75
704 - FIRE HOLIDAY EARNED	763.2000	.00	PSPRS FIRE DC RATE - TIER 3	150.72	Total	\$69,488.79
705 - FIRE HOLIDAY PAYOFF	24.0000	454.32	PSPRS FIRE DISABILITY RATE	25.29	Workers' Comp	
806 - TELEPHONE STIPEND	.0000	100.00	PSPRS POLICE DB RATE - TIER	3,472.11	ANIMAL CONTROL OFFICERS	62.35 2,771.06
900 - COMPENSATION EARNED	5.5000	.00	PSPRS POLICE DB RATE - TIER	3,817.74	ATTORNEY- ALL & CLERICAL-	65.68 29,849.21
901 - COMPENSATION USED	500.9997	7,859.16	PSPRS POLICE DB RATE - TIER 2	556.93	AUTO SERVICE/ REPAIR	125.54 4,499.63
921 - STEP OVERTIME	35.0000	1,146.32	PSPRS POLICE DB RATE - TIER 3	957.90	BUILDING- NOC OPER BY	869.80 24,027.17
924 - AMBULANCE - REGULAR	1,044.0001	17,038.03	US & MEX HEALTH = C	74.90	BUS COMPANY AND DRIVERS	138.55 2,509.91
925 - AMBULANCE - OVERTIME	101.3333	2,627.35	Net	\$322,692.16 ✓	CLERICAL OFFICE/ LIBRARY/	233.40 97,255.10
Total	24,410.5129	\$442,238.05			Electrician	58.53 1,864.00
					FIREFIGHTERS	220.03 6,251.01
					FIREFIGHTERS & DRIVERS	2,863.88 81,360.20
					GARBAGE/ ASH/ REFUSE	346.88 5,550.16
					MUNICIPAL/ TOWN/	90.72 5,184.00
					PARKS- NOC ALL EMPLOYEES	460.51 14,855.24
					POLICE OFFICERS	4,091.37 93,410.76
					RECREATION- ALL EMPLOYEES/	217.57 15,879.43
					SEWAGE DISPOSAL/ PLANT	693.73 20,166.60
					Street or Road Construction	1,579.07 19,664.25
					WATERWORKS OPERATIONS	594.78 17,140.32
					Total	\$12,712.39
					Direct Deposits	Amount
					1st Bank Yuma	24,296.16



Pay Day Register

Pay Date Range 11/10/18 - 11/23/18
Pay Batch 201824

ACADEMY BANK	3,359.85
Bank of America	200.00
BBVA COMPASS	851.55
Charles Sch	200.00
Chase Bank	143,563.24
CHASE BANK CA	3,376.77
CHASE BANK MORGAN	1,641.54
chase centro	951.02
Federal Credit Union	41,146.36
FF CREDIT UNION	300.00
GREEN DOT BANK	500.00
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	8,265.60
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,014.67
Sunbank	2,000.35
USAA FEDERAL SAVING	1,423.74
WASHINGTON FEDERAL	1,023.35
Wells Fargo	64,178.48
Total	<u>\$299,012.68</u>
Check	\$23,679.48

Prepared by:
Deborah Luna

Deborah Luna
Date:

C. Cortes

Payment Register

From Payment Date: 11/26/2018 - To Payment Date: 11/29/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		81	\$108,152.46	\$0.00
<hr/>									
		All			Status		Count	Transaction Amount	Reconciled Amount
					Open		81	\$108,152.46	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		81	\$108,152.46	\$0.00
<hr/>									
Grand Totals:					Checks				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		81	\$108,152.46	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		81	\$108,152.46	\$0.00
		All			Status		Count	Transaction Amount	Reconciled Amount
					Open		81	\$108,152.46	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		81	\$108,152.46	\$0.00

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
 11/29/18

Payment Register

From Payment Date: 11/26/2018 - To Payment Date: 11/29/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
87320	11/27/2018	Open			Accounts Payable	ALONSO, FRANCIA	\$105.00		
87321	11/27/2018	Open			Accounts Payable	DUMADAG, JONATHAN	\$91.00		
87322	11/28/2018	Open			Accounts Payable	CARBAJAL, EDGAR	\$74.00		
87323	11/28/2018	Open			Accounts Payable	GONZALEZ, FAUSTO	\$74.00		
87324	11/28/2018	Open			Accounts Payable	MUNOZ, MARIA	\$74.00		
87325	11/28/2018	Open			Accounts Payable	ROSALES, MATIAS	\$105.00		
87326	11/29/2018	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61		
87327	11/29/2018	Open			Accounts Payable	REYES, LUZ	\$18.74		
87328	11/29/2018	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$1,206.23		
87329	11/29/2018	Open			Accounts Payable	DE ECHAVARRI, FRANCISCO, JAVIER	\$200.00		
87330	11/29/2018	Open			Accounts Payable	24 KARAT JEWELERS	\$98.06		
87331	11/29/2018	Open			Accounts Payable	ALSCO, INC	\$201.15		
87332	11/29/2018	Open			Accounts Payable	ANIMAL CONTROL TRAINING SERVICES, LLC	\$1,100.00		
87333	11/29/2018	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$100.00		
87334	11/29/2018	Open			Accounts Payable	ARCHIVESOCIAL INC.	\$2,388.00		
87335	11/29/2018	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$999.91		
87336	11/29/2018	Open			Accounts Payable	BEAMSPEED LLC	\$69.95		
87337	11/29/2018	Open			Accounts Payable	BELTRAN, LEANNA	\$81.00		
87338	11/29/2018	Open			Accounts Payable	BILL ALEXANDER FORD	\$427.60		
87339	11/29/2018	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$852.48		
87340	11/29/2018	Open			Accounts Payable	CAMACHO, ANA, M	\$135.41		
87341	11/29/2018	Open			Accounts Payable	CAMPA, OMAR	\$72.00		
87342	11/29/2018	Open			Accounts Payable	CENTURYLINK	\$6,578.49		
87343	11/29/2018	Open			Accounts Payable	CORDOVA, JOSE, MANUEL	\$20.00		
87344	11/29/2018	Open			Accounts Payable	D & H ELECTRIC INC.	\$1,700.00		
87345	11/29/2018	Open			Accounts Payable	DATA IV INC.	\$2,562.53		
87346	11/29/2018	Open			Accounts Payable	DE LA HOYA, TADEO	\$105.00		
87347	11/29/2018	Open			Accounts Payable	DESERT WATER	\$1,700.33		
87348	11/29/2018	Open			Accounts Payable	EMPIRE MACHINERY	\$4,020.78		
87349	11/29/2018	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$968.94		
87350	11/29/2018	Open			Accounts Payable	FRANCO, MARTIN, A	\$232.00		
87351	11/29/2018	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	\$160.00		
87352	11/29/2018	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,532.00		
87353	11/29/2018	Open			Accounts Payable	GARCIA, JESUS	\$198.00		
87354	11/29/2018	Open			Accounts Payable	GUTIERREZ, JUAN, F	\$1,700.00		
87355	11/29/2018	Open			Accounts Payable	GUZMAN, JOSE, A	\$91.00		
87356	11/29/2018	Open			Accounts Payable	HERNANDEZ, SAMUEL	\$104.00		
87357	11/29/2018	Open			Accounts Payable	HERNANDEZ, DIANA	\$81.00		
87358	11/29/2018	Open			Accounts Payable	JET RENT	\$3,051.60		
87359	11/29/2018	Open			Accounts Payable	JUAREZ, NANCY	\$43.00		
87360	11/29/2018	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,013.17		
87361	11/29/2018	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	\$3.05		

Payment Register

From Payment Date: 11/26/2018 - To Payment Date: 11/29/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87362	11/29/2018	Open			Accounts Payable	LA PEQUENA	\$793.00		
87363	11/29/2018	Open			Accounts Payable	LARA, OSCAR	\$104.00		
87364	11/29/2018	Open			Accounts Payable	LOPEZ RIOS, JOSE , A	\$144.00		
87365	11/29/2018	Open			Accounts Payable	LOWE'S HIW, INC.	\$2,018.42		
87366	11/29/2018	Open			Accounts Payable	LUNA, DEBORA	\$81.00		
87367	11/29/2018	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$2,050.00		
87368	11/29/2018	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$299.70		
87369	11/29/2018	Open			Accounts Payable	MEDINA, JOSE	\$170.00		
87370	11/29/2018	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$100.00		
87371	11/29/2018	Open			Accounts Payable	MUNOZ, MARIA	\$226.00		
87372	11/29/2018	Open			Accounts Payable	OFFICE DEPOT	\$4,974.66		
87373	11/29/2018	Open			Accounts Payable	PACHECO, ROMAN	\$91.00		
87374	11/29/2018	Open			Accounts Payable	PATIO SUSHI & MORE	\$1,626.00		
87375	11/29/2018	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$43.36		
87376	11/29/2018	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$1,235.76		
87377	11/29/2018	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$221.24		
87378	11/29/2018	Open			Accounts Payable	PRIETO, ERNESTO	\$470.00		
87379	11/29/2018	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	\$140.00		
87380	11/29/2018	Open			Accounts Payable	PUEBLO HOUSING & COMMUNITY DEV	\$500.00		
87381	11/29/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$322.40		
87382	11/29/2018	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$216.00		
87383	11/29/2018	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$120.00		
87384	11/29/2018	Open			Accounts Payable	RODRIGUEZ, FARA	\$45.42		
87385	11/29/2018	Open			Accounts Payable	ROJAS, MANUEL	\$104.00		
87386	11/29/2018	Open			Accounts Payable	SANDOVAL, ANTONIO	\$104.00		
87387	11/29/2018	Open			Accounts Payable	SILVA, JUAN, MANUEL	\$190.00		
87388	11/29/2018	Open			Accounts Payable	SOLIS, JENNIFER	\$200.00		
87389	11/29/2018	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,376.84		
87390	11/29/2018	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$376.38		
87391	11/29/2018	Open			Accounts Payable	TORRES, CRISTIAN	\$500.00		
87392	11/29/2018	Open			Accounts Payable	TUCSON TRAILER COMPANY INC	\$4,886.07		
87393	11/29/2018	Open			Accounts Payable	US POST MASTER	\$2,701.22		
87394	11/29/2018	Open			Accounts Payable	VALENZUELA, GABRIEL, A	\$50.00		
87395	11/29/2018	Open			Accounts Payable	VARGAS, CIRILO	\$150.00		
87396	11/29/2018	Open			Accounts Payable	VASQUEZ, JOSE	\$219.00		
87397	11/29/2018	Open			Accounts Payable	VR WHOLESALE, INC	\$66.00		
87398	11/29/2018	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$44,224.43		
87399	11/29/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$294.53		
87400	11/29/2018	Open			Accounts Payable	ZARAGOZA, JOSE	\$219.00		
Type Check Totals:									
1BPAYABLE - 1st BY Accounts Payable Totals								\$108,152.46	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$108,152.46	\$0.00
	Reconciled	0	\$0.00	\$0.00



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.C.

Meeting Date: 12/12/2018

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

Submitted By: Fausto Gonzalez, HR Training & Programs Coordinator, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of a 6-month renewal/extension agreement between the City of San Luis and Border Gym Fitness, L.L.C. **(Fausto Gonzalez, HR Training & Programs Coordinator)**

SUMMARY:

Because of the popularity of the City's Gym Membership Benefit Program (Gym Benefit), Human Resources (HR) would like to submit the following Border Gym Fitness service contract for review and consideration and recommend the approval of the proposed contract. We would also like to point out that since Border Fitness is seeking no changes to the service contract, this item is being submitted to the consent agenda.

Continued Success with Having Two Gym Contracts & Increasing Program to 60 Memberships

Memberships per gym have remained fairly consistent with membership split almost in half between both providers for the past five (5) months. Overall, the program has averaged a total of 56 active memberships per month and out of the 60 slots, Border Gym Fitness has kept an average of about 26 memberships per month.

Proposed Contract

Border Gym Fitness proposes a six-month contract ending on June 30, 2019. And the owners intend to return to the city before the expiration of the 6 months to negotiate a new contract for FY 2019-2020.

Survey

HR surveyed the employees using Border Gym Fitness and a copy of the survey results was provided to Mr. Chang, during the meeting he was able to provide feedback on the responses. Overall, members attending Border Gym Fitness are satisfied with the gym premises and services.

Purpose

The Gym Benefit is part of the City's Wellness Program to:

- *provide salutary options for employees,
- *encourage employees to become physically active in a non-work related environment, and
- *inspire employees to adopt and maintain healthy habits.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH BORDER GYM FITNESS AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$1,800.00
BUDGETED AMOUNT: \$16,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services, GL
100-125-80005, \$ 53,934.56

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

N/A

Attachments

Border Fitness Gym 6-Month Contract Jan 1 - June 30, 2019

Exhibit A - Border Fitness Gym Services

Exhibit B - Border Fitness Gym Enrollment Agreement Jan - June 2019

AGREEMENT

This agreement (the "Agreement") is effective January 1, 2019, 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"). (The City and the Contractor may be referred to singularly as the "Party" and collectively as the "Parties").

A. The 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 the overall fitness of employees of the City by providing gym membership with the Contractor for up to 60 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. The 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 it is no longer in good working condition.

C. Cleanliness

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

The 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 60 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 \$250.00 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. The 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. The 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 and 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. The 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, 2019, and terminate on June 30, 2019. 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 six 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 to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by a process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

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 CONTRACTOR

**Luis Chang, 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.

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 in this Agreement.

G. No Agency, Partnership or Third Parties

It is not intended by this agreement to, and nothing contained in this agreement shall create any agency, partnership, joint venture or other similar arrangement between the Contractor and the 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. Compliance with the Law and Provisions Required by Arizona Law

The Contractor agrees it will comply with all federal, state and local laws including but not limited to:

- (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.

P. Authority

The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

Q. Notice of Conveyance or Assignment

The Contractor shall give notice to the City of any sale of Contractor's gym business at least 10 days prior to the effective date of the sale. The Contractor may assign all of its rights under this Agreement to any one or more persons or entities, on such terms as Contractor may deem appropriate, provided that Contractor may not convey said rights unless the corresponding obligations of the Contractor are assumed by the assignee of the Contractor's rights. Notice of the assignment of rights and assumption of obligations shall be in a document signed by the Contractor and such assignee. Contractor shall be released from the obligations assumed by the assignee once the City receives notice under the notice requirements of the Agreement.

[Intentionally left blank, signature page follows]

The Parties have executed this Agreement as of the dates below.

BORDER GYM FITNESS, L.L.C.

by _____ Date _____
Luis Chang, Owner

CITY OF SAN LUIS, ARIZONA

Gerardo Sanchez, Mayor Date _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk Kay Marion Macuil, City Attorney

Exhibit A

Border Gym Fitness L.L.C Gym Membership for up to 50 City of San Luis Employees

Locations:

1938 Juan Sanchez Blvd Suite 1 & 2
San Luis, Arizona

240 W. Main St.
Somerton, Arizona

Access and Services:

Access to open gym and exercise equipment 24 hours per day, 7 days per week at both locations;

Classes at the San Luis location only (Zumba, Yoga, Spinning, Cross-Training and Cardio Boxing, all of which are subject to change or cancellation without notice);

Three (3) scheduled free orientations with a trainer which includes instruction on how to use each of our machines;

30-minute circuit;

Kids-care area Monday through Thursday from 6 p.m. to 8 p.m. ; and

Kids-rest area in Somerton.

BORDER GYM FITNESS**Employee's Agreement for Gym Membership Benefit January – June 2019****Acuerdo del Empleado(a) Para Beneficio de membresía de Gimnasio – enero – junio 2019****Purpose / Propósito**

For the purpose of promoting a healthy workforce, the City of San Luis, Arizona (further referred to as "City") wishes to provide voluntary gym membership free of charge to its full-time, non-temporary, non-seasonal employees.

Con el propósito de promover una fuerza laboral saludable, la Ciudad de San Luis, Arizona (de aquí en adelante referida como "Ciudad") desea proveer, a los empleados que así lo deseen, una membresía libre de costo a los empleados de tiempo completo, pero no a empleados temporales ni estacionales.

Agreement / Acuerdo

By signing below, I verify, understand and agree that:

Al firmar, verifico, entiendo y estoy de acuerdo que:

1. I am a full-time, non-temporary, non-seasonal employee of the City of San Luis, Arizona.
Soy empleado(a) de tiempo completo, no temporal ni estacional de la Ciudad de San Luis, Arizona.
2. This gym membership is voluntary and is offered for my personal benefit and it is not related to my work duties or functions.
Esta membresía del gimnasio es voluntaria y se ofrece para mi beneficio personal y no tiene relación alguna con mis funciones o deberes laborales.
3. If I am injured in the scope of using this Gym benefit, I understand I am not covered by City of San Luis workers' compensation insurance benefit.
Si me lesiono en uso del beneficio del gimnasio, entiendo que no estoy cubierto por el beneficio del seguro de compensación para trabajadores de la ciudad de San Luis.
4. Gym membership is offered through **Border Gym Fitness** which has facilities in Somerton and San Luis, Arizona.
La membresía del gimnasio es ofrecida a través de Border Gym Fitness, el cual tiene instalaciones en Somerton y San Luis, Arizona.
5. Border Gym Fitness is a third-party, independent contractor and it is not to be considered an agent, representative, or employee of the City for any purpose.
Border Gym Fitness es un contratista tercero e independiente y no debe ser considerado un agente, representante, o empleado de la Ciudad.
6. The City assumes no responsibility for the premises, equipment, or employees of Border Gym Fitness for any reason or purpose, whatsoever.
La Ciudad no asume ninguna responsabilidad por las instalaciones, el equipo, o empleados de Border Gym Fitness por cualquier motivo o finalidad, en absoluto.
7. Border Gym Fitness might cancel any classes offered during the term of the membership without advanced notice. Note: Classes only available in San Luis facility.
Border Gym Fitness reserva el derecho de cancelar cualquiera de las clases que ofrezca durante el término de la membresía sin previa notificación previo aviso. Nota: Clases solo disponibles en el local de San Luis.
8. I agree to attend Border Gym Fitness at least 8 times per calendar month unless my absence is excused through the Human Resources Department of the City (HR).
Me comprometo asistir a Border Gym Fitness por lo menos 8 veces por mes, a menos de que mi ausencia sea justificada por el Departamento de Recursos Humanos de la Ciudad (referido de aquí en adelante como "HR").

9. I understand that if I fail to attend Border Gym Fitness at least 8 times in one calendar month without an excuse accepted by HR then I will be suspended from the program the next calendar month. After the month of suspension, I may apply for the Gym Benefit.
Entiendo que si no cumplo con mi asistencia a Border Gym Fitness por lo menos 8 veces en un mes sin una razón que haya sido justificada por HR, seré suspendido del programa por un mes. Al cumplir con el mes de suspensión, puedo solicitar el beneficio del Gimnasio.
10. I understand that HR has the sole reasonable discretion to excuse my non-attendance at Border Gym Fitness.
Entiendo que HR usará una discreción razonable para justificar mi falta de asistencia a Border Gym Fitness.
11. I understand that the City cannot exceed 60 memberships per month by contract with Border Gym Fitness. I understand that HR must take into consideration this limit on membership when deciding whether to excuse non-attendance.
Entiendo que la Ciudad de San Luis no puede exceder el límite de 60 membresías por mes especulado en el contrato con Border Gym Fitness. Entiendo que HR debe tener en cuenta este límite de membresías a la hora de decidir si se debe excusar la falta de asistencia.
12. I understand that HR has the sole reasonable discretion to permanently terminate my gym benefit or require me to reimburse the City for the cost of my benefit if I am not using my gym benefit to participate in fitness activities.
Entiendo que HR usará discreción razonable sobre la cancelación permanente del uso del beneficio o exigirme que reembolse a la ciudad por el costo del beneficio de gimnasio si no participo en actividades de acondicionamiento físico.
13. I agree that I must contact HR immediately to request to be excused from attendance. If I do not contact HR immediately, HR will not consider my request after the first business day of the following month of my absence. (For example: if an employee couldn't go to the gym at least 8 times in July because the employee was sick, the employee must contact HR to be excused, no later than first Monday in August.)
Estoy de acuerdo en comunicarme con HR inmediatamente para solicitar una justificación por cualquier ausencia. Si no me comunico con HR inmediatamente, HR no considerará mi solicitud después del primer día laboral del mes siguiente de mi ausencia. (Por ejemplo: si un empleado(a) no puede ir al gimnasio por lo menos 8 veces en Julio porque el empleado(a) estaba enfermo(a), el empleado(a) deberá de comunicarse con HR para solicitar un justificante que no pase del primer Lunes de Agosto).
14. My free membership benefit through Border Gym Fitness continues until June 30, 2019 unless it is terminated sooner because I am no longer employed through the City of San Luis, or I failed to follow the rules of Border Gym Fitness, or I failed to attend *Border Gym Fitness* at least 8 times per month without an excuse accepted by HR.
Mi beneficio de membresía gratuita a través de Border Gym Fitness continuará hasta el 31 de diciembre 2018, a menos de que sea terminada antes porque ya no estoy empleado(a) por la Ciudad de San Luis, o porque no seguí las reglas de Border Gym Fitness, o dejé de ir al Border Gym Fitness por lo menos 8 veces al mes sin justificación alguna que no haya sido aprobada por HR.
15. I understand that it will be employee's responsibility to pay \$20.00 for proxy key to Border Gym Fitness, if I request one.
Entiendo que sera la responsabilidad del empleado de pagar \$20 por una llave electronica a Border Gym Fitness, si yo la solicito.

Employee Signature / Firma De Empleado(a)

Date/Fecha

Print Employee Name / Nombre De Empleado(a) Por Escrito



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.A.

Meeting Date: 12/12/2018

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new Peterbilt/Scorpion Solid Waste Truck for the Solid Waste Division. **(Manuel Rojas, Assistant Director of Public Works and Monica Castro, Director of Finance)**

SUMMARY:

Staff recommends the purchase of a new Peterbilt Chassis and Scorpion Body unit for the Solid Waste Division. The purchase would assist to improve the customer service delivery to our community and to upgrade our Solid Waste fleet. We have previously purchased Scorpion body retrofits with success. Our staff is very comfortable operating and maintaining the units. Staff met with the maker of the Scorpion body, Dadee Manufacturing, to discuss minor issues which all have been corrected in their operations and development process. As recommended by the Finance Department, such purchase would be a 5-year loan purchase via 1st Bank Yuma. The city would pay 10%, 1st Bank Yuma loan will pay 90% of the total purchase and a 1% loan fee.

Under San Luis City Code-Purchasing Section 36.09, the city may make purchases without a formal bidding process whenever other government agencies have gone out to bid for the same item. The Houston-Galveston Area Council (HGAC) went out to bid on these items. However, HGAC did not bid out \$21,059.30 worth of options on the available vehicle. The total HGAC contract plus the separate options would be:

\$291,815.30

\$274,268.62 is the cost after the vendor's discount,

\$17,546.68 savings.

Staff is requesting City Council waive formal purchasing procedures as is allowed under San Luis City Code-Purchasing Section 36.01(H). HGAC did not bid out the options on the available vehicle so the city can't piggy-back completely on the bid HGAC contract price. The waiver saves the city the cost of going out to bid itself. Most importantly HGAC went out to bid, and the total cost of the vehicle would be more under that contract than with the discounted price staff received.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A NEW PETERBILT CHASSIS AND SCORPION BODY THROUGH THE PROPOSED FINANCING IN THE AMOUNT OF \$274,268.62 AND WAIVE FORMAL PURCHASE PROCEDURES FOR THE REASONS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: Enterprise Funds
TOTAL: \$274,268.62
BUDGETED AMOUNT: \$281,870.00
AVAILABLE AMOUNT TO TRANSFER: \$0.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay - Equipment
320-321-90000

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

A Fiscal Year 2019 approved purchase. Staff recommends the purchase of a new Solid Waste Truck, via a 5 year loan with 1st Bank Yuma. The City would pay, 10% and the loan will cover 90% of the total cost of unit.

Capital Outlay - Equipment 320-321-90000 \$281,870.00

Attachments

HGAC Quote
Pre-Approved Letter
Contract Pricing
Opinion Letter



Yuma AZ
 3382 E. Gila Ridge Rd.
 Yuma, AZ 85365
 928-726-9818

Customer Proposal Letter

City of San Luis
 1090 E. Union Street
 San Luis, AZ 85349
 (928) 341-8589

Salvador Sandoval, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 520 Year 2019 Stock Number 972563
 Additional Vehicle and Accessories Description _____ To be delivered on or about _____

2019 Peterbilt 520 with Dadee Body per attached specifications.
 HGAC Contract Pricing

	1	Total
Quantity	1	
Truck Price per Unit	\$252,738.28	\$252,738.28
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$252,738.28	\$252,738.28
Optional Extended Warranty(ies)		
State Sales Tax	\$21,260.34	\$21,260.34
Documentary Fee	\$250.00	\$250.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program	\$20.00	\$20.00
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$274,268.62	\$274,268.62
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative _____

Byron Haught _____

Purchaser _____

signature

printed name

signature

printed name

title

date

Accepted by Sales Manager or
 General Manager: _____

signature

printed name

Quote good until **12/31/2018**

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

PETERBILT
VMXXR036-1
UNIT TYPE 2

CHASSIS FINAL BILL
FOR VIN 3BPDLJ0X7KE105666

PAGE 001
AS OF 09/25/18

DEALER CODE - A265
NAME AND ADDRESS
RUSH TRK CTRS OF ARIZONA
9600 WEST ROOSEVELT ST
TOLLESON AZ 85353

CUSTOMER NO - JL9U
ARIZONA REFUSE SALES
ARIZONA REFUSE SALES

DATES
REQ DELV 09/10/18
DELIVERY 09/25/18
PRIC EFF 09/25/18

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION
COMMODITY HAULED 0091180 REFUSE, SCRAP, RECYCLING
INTENDED SERVICE 0093040 REFUSE/LANDFILL

BODY
BODY TYPE 0095220 AUTOMATED SIDE LOADER / PUSH-OUT
BODY LENGTH 288.00 IN BODY HEIGHT 162.00 IN
MAX LADEN WEIGHT 1000.00 LBS

TRAILER
TRAILER TYPE
TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS
LENGTH 40.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS
FRONT AXLE LOAD 18180.00 LBS REAR AXLE LOAD 44000.00 LBS GCW 58000.00 LBS
WHEELBASE 210.00 IN FAX/BOC 110 IN CAB/AXLE 210.00 IN
CAB/EOF 280.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 100 % CLASS B 000
% CLASS C 000
% CLASS D 000

UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 18,180.00 LBS
GAWR FIRST INTER: 22,000.00 LBS SECOND INTER: 22,000.00 LBS
GAWR REAR: 0.00 LBS
GVWR: 62,180.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
BASE MODEL				
0005201	MODEL 520 LCF	P	190,890	16,475
0200700	NOT APPLICABLE	P	0	0
	SECONDARY MANUFACTURER			
FRAME AND EQUIPMENT				
0514160	10-3/4" STEEL RAILS 306-342"	P	149	187
	3/8" RAIL THICKNESS			
0644090	EOF SQUARE WITHOUT XMBR	P	0	0
	USE WITH BODY BUILDER INSTALLED XMBR			
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
0713130	(2) SOLID MOUNT CABLE HOOKS	P	0	11
FRONT AXLE AND EQUIPMENT				
1012200	MERITOR MFS20 20,000 LB, 3.5" DROP	P	65	35
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LB	P	0	0
1243010	POWER STEERING SHEPPARD M100 DUAL	P	0	0
1353540	PHP10 ALUMINUM PRESET+ HUBS	P	834-	179-
1380235	MERITOR 5" DROP IPO STANDARD	P	0	0
1380280	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7	P	546	0
	16,000-22,000 LB STR OR FRT DRIVE			
1380470	MERITOR WIDE TRACK IPO STD, FRONT AXLE	P	0	4
	MFS+ 3.5" DROP / MFS 3.74"			
1391390	LONG STROKE BRAKES, FRONT AXLE	P	23	0
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P	28	0
1392970	HEAVY DUTY CAM BUSHINGS, STEER AXLE	P	31	0
REAR AXLE AND EQUIPMENT				
1523330	DANA SPICER DSH44 44,000 LB	P	507-	311-
	HIGH PERFORMANCE 44			
1616290	PHP10 ALUMINUM PRESET+ HUBS	P	680-	0
1632650	LONG STROKE PARKING BRAKES	P	0	0
	DRIVE AXLE(S)			
1672630	DIFF LOCK BOTH AXLES	P	2,046	60
1680280	BENDIX SMART ATC TRACTION CONTROL	P	228	2
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE	P	0	0
	AXLES			
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	62	9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	71	2
1680500	SRM VALVE	P	0	0
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	417	35

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687020	BENDIX AIR CAM REAR DRUM BRKS 16.5X8.6	P	1,119-	0
1705570	RATIO 5.57 REAR AXLE	P	0	0
1824240	HENDRICKSON HMX460 46,000 LBS, 54" AS	P	1,050	64-
1911210	HAULMAAX, 60K CREEP RATING OMIT SUSPENSION INSERT	P	328-	185-
ENGINE AND ENGINE EQUIPMENT				
2074507	PACCAR PX-9 37001900 GOV@2100 1250@1400	P	2,572	0
	PERFORMANCE (2017 EMISSIONS)			
2091305	ENGINE IDLE SHUTDOWN TIMER ENABLED	P	0	0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P	0	0
2091372	EFF EIST NA EXPIRATION MILES	P	0	0
2091640	EFFECTIVE VSL SETTING NA	P	0	0
2140200	CARB ENGINE IDLING COMPLIANCE	P	0	0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0....EXPIRATION DISTANCE (N207)			
N2134	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 65....MAXIMUM ACCELERATOR PEDAL VE			
N2136	P110 0....ACCELERATOR LOWER DROOP (P11			
N2137	P059 65....MAXIMUM CRUISE SPEED (P059)			
N2138	P111 0....CRUISE CONTROL LOWER DROOP (
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	N201 0....RESERVE SPEED LIMIT OFFSET (
N2144	P015 NO...ENGINE PROTECTION SHUTDOWN (
N2145	P026 NO...GEAR DOWN PROTECTION (P026)			
N2146	P046 1400..MAX PTO SPEED (P046)			
N2147	P062 NO...CRUISE CONTROL AUTO RESUME (
N2148	P068 NO...AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5....TIMER SETTING (P030)			
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35...ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO...IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40...LOW AMBIENT TEMPERATURE THRE			
N2163	P171 80...HIGH AMBIENT TEMPERATURE THR			
2513070	200 AMP ALTERNATOR, STANDARD BRUSH	P	202	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V	P	74	2
	SEE SALES TOOL DESC FOR PLUG LOCATION			
2521110	OIL PAN HEATER 120V/300W	P	65	2
2522050	PACCAR STARTER 12V	U	0	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE	P	0	0
	BATTERIES, 2190 CCA			
2539010	BATTERY WARMER, 120V	P	39	0
2539740	KISSLING BATTERY DISCONNECT SWITCH	P	245	2
	300 AMP; MOUNTED ON BATTERY BOX			
	2/21/13: R-220 PER ASAP OMD (EJJ)			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	0	0
2723210	18.7 CFM AIR COMPRESSOR N/A X15	P	0	0
2921110	PACCAR FUEL/WATER SEPARATOR STANDARD SERVICE INTERVAL	P	0	0
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P	0	0
2921320	12V HEAT FOR FUEL FILTER	P	68	0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	10	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3120320	BUGSCREEN--REMOVABLE TYPE GRILL MTD W/ADTL CLIPS @ BTM OF BUGSCREEN	P	84	0
3120450	STAINLESS STEEL GRILLE	P	0	0
3261980	HEAVY DUTY AIR CLEANER	P	0	0
3281750	PRE-CLEANER ECG	P	141	13
3365300	EXHAUST VERTICAL LH DPF/SCR LH BOC VERTICAL (2017)	P	0	0
3381770	CURVED TIP STANDPIPE(S)	P	70	0
3387870	24" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P	0	0
TRANSMISSION AND CLUTCH				
4052420	ALLISON 4500 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	17,072	390
4210200	1760 HD DRIVELINE, 1 MIDSHIP BEARING	P	0	0
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U	0	0
4250470	ALLISON 5TH GEN RDS, PKG 225 3000, 3500, 4000, 4500, 4700 TRANS	U	0	0
4250720	ALLISON FUELSense NOT DESIRED ***NIA*** 1/7/19	U	0	0
4250960	TC-521 TORQUE CONVERTER ALLISON TRANSMISSION	U	0	0
4256020	CONSOLE MTD PUSH BUTTON SHIFTER ALLISON TRANSMISSIONS	P	0	0
4256740	ALLISON 6-SPEED CONFIGURATION 4500 TRANSMISSIONS ONLY	P	0	0
4256870	ALLISON OUTPUT FUNCTION S NEUTRAL INDICATOR FOR PTO	P	0	0
AIR AND TRAILER EQUIPMENT				
4510330	BENDIX AD-IS EP AIR DRYER W/HEATER AND COALESCING FILTER; EXTENDED PURGE	P	0	0
4540420	NYLON CHASSIS HOSE	P	0	0
4542320	CENTRAL LOC FOR AIR TANK DRAIN VALVES N/A WITH OPTIONAL DRAIN VALVES	P	300	9
4543320	STEEL PAINTED AIR TANKS	P	0	0
4543530	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS LH BOC	P	581	0
4543540	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS RH BOC	P	581	0

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
TIRES AND WHEELS				
5069700	FF: BR 20PLY 315/80R22.5 M843 MSI **NLA** REPLACE W/5064010 AFT 10/1/18	U	0	0
	PART: BR001714 FET: 106			
5167320	RR: BR 16PLY 11R22.5 M843	P	936	204
	PART: BR11R225HM843 FET: 232			
5190008	CODE-REAR TIRE QTY 08.			
5220520	FF: ALCOA 890637 22.5X9.00 CLEAN BUFF ALM	P	320	110-
5320410	RR: ALCOA 885657 22.5X8.25 CLEAN BUFF ALM, SEVERE SERVICE	P	1,852	1272-
5390008	CODE-REAR RIM QTY 08.			
FUEL TANKS				
5536130	23" ALUM 80 GAL FUEL TANK LH BOC	P	31	13
5604080	LOCATION LH BEHIND CAB 080 GAL.			
5650490	FUEL COOLER	P	0	0
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5652990	STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0	0
5655069	DEF TANK 520	P	0	0
BATTERY BOX AND BUMPER				
6011070	ALUMINUM BATTERY BOX LH FRAME MTD BACK OF FENDER, 8" BELOW TOP OF FRAME	P	409	0
6121700	STEEL BUMPER CHANNEL PAINTED	P	0	0
CAB AND EQUIPMENT				
6501090	53" LCF PROBILT CAB RH DRIVE	P	1,333	0
6540020	KEY ALL UNITS ALIKE	P	223	0
6541275	KEY G275	P	0	0
6800500	4.5 INCH RUBBER FLARES ON CAB AND WHEEL WELL FENDERS	P	0	0
6911720	PETERBILT DRIVER SEAT	P	0	0
6921720	PETERBILT PASSENGER SEAT	P	0	0
6931120	SEAT BELT COLOR ORANGE IPO STANDARD BLACK	P	10	0
6939400	AIR RIDE DRIVER	P	310	44
6939420	HIGH BACK DRIVER	P	33	0
6939480	MORDURA DRIVER	P	61	0
6939510	NON-AIR RIDE PASSENGER	P	0	0
6939540	LOW BACK PASSENGER	P	0	0
6939570	VINYL PASSENGER	P	0	0
7000000	GREY INTERIOR COLOR	P	0	0
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P	0	0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7040020	DIAMOND PLATE FLOOR COVERING ON DRIVER SIDE FLOOR IPO RUBBER MAT	P	46	7
7220130	FIXED REAR WINDOW BOC STD TINT 18.5"X54"	P	0	0

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
7230350	TWO-PIECE FLAT WINDSHIELD #REQUIRES MANAGEMENT APPROVAL ON M.D.#	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER	P	363	4
7560100	MIRRORS SSTL EACH SIDE HTD & MTRZD (N/A W/6501100)	P	29-	7-
7560850	(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P	80	2
7610470	(1) AIR HORN 24.5" CHROME - ROUND INCLUDES POLISHED HORN SHIELD	P	66	0
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P	388	11
7725740	MIDLEVEL SPEAKER PACKAGE FOR CAB (4) SPEAKERS	P	134	7
7851330	CAB TILT PUMP AIR ASSIST	P	509	0
7851870	RAIN GUTTERS OVER BOTH DOORS	P	74	9
7852150	PB ELEC PANTOGRAPH WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7900970	BACKUP ALARM WIRING TO EOF	P	0	0
8011400	MAIN TRANSMISSION OIL TEMPERATURE GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P	0	0
8021315	AIR RESTRICTION INDICATOR MOUNTED ON EXHAUST STANCHION	P	0	0
8031120	WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)	P	15	0
8110090	HEADLIGHTS SINGLE RECTANGULAR HALOGEN	P	0	0
8120570	(5) LED CLEARANCE, (2) LED MARKER LIGHTS	P	0	0
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES	P	76	0
PAINT				
8500710	STANDARD PAINT COLOR SELECTION	P	200-	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD	P	142	0
N8502	A - L0006EB WHITE			
N8520	FRAME N0001EA BLACK			
N8550	CAB ROOF L0006EB WHITE			
N8570	BUMPER N0001EA BLACK			
MISCELLANEOUS				
9400090	PETERBILT CLASS 8 STANDARD COVERAGE 1 YEAR/100,000 MILES (160,000 KM)	P	0	0
9400094	PACCAR PX-9 STANDARD COVERAGE 2 YRS/250,000 MI (402,336 KM)/6,250 HRS	P	0	0
9407001	PREPAID FREIGHT ADJUSTMENT \$(50) NET	U	0	0
9407003	PREPAID FREIGHT ADJUSTMENT \$(100) NET	U	0	0
9407093	YUMA FREIGHT ADJUSTMENT \$(2,440) NET	U	0	0
9409800	2017 EPA EMISSIONS ENGINE WARRANTY ONLY	P	0	0
9409877	PB NEW PRODUCTS (KENMEX)	U	0	0



1930 W Broadway Rd, Phoenix, AZ 85041
 P: (800) 940-7467 F: (602) 276-5470

Quote

End User: City of San Luis
 Address Line 1: _____
 Address Line 2: _____
 Contact Name: Manuel Rojas
 Phone: 9283418577
 Email: mrojas@cityofsanluis.org
 Job Number: 30-D6NNNNN

Date: 9/5/2018

Description	Pictures	Price	Quantity	Total
Body Tailgate Arm - Fuel Type Diesel Only				
31 cubic yard body 3 axle chassis only 184" - 194" usable CT 70" minimum AF		\$111,000		\$111,000
Gripper (SELECT ONE)				
60-300 Gallon Grippers (Universal)		\$1,600		\$1,600
Pump Drive Package (REQUIRED OPTION)				
PTO Clutch Shift Dual Vane Hydraulic Pump 4000 Series		\$6,950		\$6,950
Controls				
Joystick controls (REQUIRED OPTION) Pete 520 Cab Configuration RH Drive		Standard		Standard
LST Switch Controls RH Door Mount		\$670		\$670
Mounting Kit				
Mounting kit		Standard		Standard
Rear mud flaps (REQUIRED OPTION)		\$175		\$175
Center rear mud flap guard over brake pods (REQUIRED OPTION)		\$175		\$175
Front of rear axle mud flaps (REQUIRED OPTION)		\$175		\$175
Hydraulic fluid cooler		\$1,775		\$1,775
Hydraulic oil temp sensor (with cab indicator)		\$400		\$400
Camera				
2-color cameras with 7" monitor		\$2,860		\$2,860
Color				
Standard white		Standard		Standard
Fuel Type (SELECT ONE)				
Standard Diesel		Standard		Standard
Lighting				
Overhead Oval Dual Flashing Led Strobes (REQUIRED OPTION)		\$570		\$570
Three Light Flasher - Tied To Brake Lights		\$570		\$570
Led Work Light - Hopper		\$150		\$150
Led Work Light - Arm, Rh		\$175		\$175
<i>*body & grabber size may dictate size</i>				
Warranty & Training				
1 year warranty		Standard		Standard

Number of Units Ordered: 1	TOTAL BODY PRICE:	\$119,550.00
Subtotal of Body & Options Price: \$127,245.00	TOTAL OPTIONS PRICE:	\$7,695.00
LESS DEALER DISCOUNT: 17.00%	= SUBTOTAL A:	\$127,245.00
	= SUBTOTAL B:	\$105,613.35

SALES TAX:
FET (IF APPLICABLE):

= SUBTOTAL C:
= SUBTOTAL D:
WARRANTY: \$0.00
FREIGHT: \$0.00

GRAND TOTAL: \$105,613.35

<i>Customer Name (Printed)</i>	<i>Customer Signature</i>	<i>Date</i>
<i>Engineer Name (Printed)</i>	<i>Engineer Signature</i>	<i>Date</i>

Notes: _____



2755 S. 4th Avenue, Bldg. 2, Suite 101 • Yuma, Arizona 85364 • (928) 344-3336 • Fax: (928) 783-5030

November 15, 2018

City of San Luis, Arizona
C/O Monica Castro
1090 E. Union St.
San Luis, AZ 85349

Re: Financing Proposal

Dear Monica,

Thank you for considering 1st Bank Yuma for your financing needs. This letter is to confirm the Bank's commitment of the following credit facility. The terms and other details of the loan are presented below. Please note that this is a proposal, subject to formal credit approval.

Borrowers: The City of San Luis, Arizona
Amount: \$246,842 – Representing 90% of the \$274,268.62 purchase price.
Loan Type: Term
Purpose: Purchase of a 2019 Peterbilt Waste Water Truck
Maturity: 5 years from date of Note.
Interest Rate: 4.50% Fixed Rate (tax free)
Fees: Loan fee of 1%.
Repayment: Monthly principal and interest payments per a 5-year amortization.
Collateral: Secured first Lien position on the 2019 Peterbilt 520 with Dadee Body
Requirements: Tax Exempt Status Opinion Letter from City's Attorney, verifying that the interest paid on subject loan to 1st Bank Yuma is tax free.

This offer is based upon information that has been made currently available to the Bank concerning the Borrower and Collateral. The Bank reserves the right to review this offer from time to time and to modify or amend its terms and conditions as may be required by changed circumstances or by newly disclosed information. Please let me know if the terms, as outlined, are acceptable and we will begin our due diligence to consider formal approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Howie Jorajuria", is written over a horizontal line.

Howie Jorajuria

Vice President/Sr. Lending Officer



**CONTRACT PRICING
WORKSHEET**
For MOTOR VEHICLES Only

Contract
No.:

HT06-18

Date
Prepared:

12/3/2018

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*



**CONTRACT PRICING
WORKSHEET**
For Standard Equipment Purchases

Contract
No.:

RH08-18

Date
Prepared:

11/26/2018

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

**PLEASE NOTE THIS IS A COMBINED OFFER FROM RUSH TRUCK CENTER, PHOENIX
AND
DADEE MFG**

**CHASSIS COST PER HT06-18 \$ 168,655.27
DADEE MFG COST PER RH08-18 \$ 105,613.35**

CITY OF SAN LUIS - - - - TOTAL COST FOR THIS COMBINED OFFER \$ 274,268.62

SEE THE FOLLOWING PAGES FOR DETAILS

CITY OF SAN LUIS

December 3, 2018

PETERBILT COMPUTATIONS:**2019 PETERBILT 520 CHASSIS WITH SIDE LOADER****OPTIONS CALCULATIONS:**

COMPLETE CHASSIS LIST PRICE:		\$	221,424.00
------------------------------	--	----	------------

CHASSIS LIST:		\$	190,890.00
---------------	--	----	------------

CHASSIS OPTIONS NET:		\$	30,534.00
----------------------	--	----	-----------

NET			
\$	30,534.00	0.6897	\$ 21,059.30

OTHER PUBLISHED OPTIONS:

RTC-0104	REFUSE BODY PREP PACKAGE	\$	3,000.00
RTC-0115	BACK-UP CAMERA SYSTEM	\$	3,524.00
RTC-0034	PTO FOR AUTO TRANS	\$	3,100.00
RTC-0188	BRAKE CONTROL	\$	895.00
RTC-0048	SHOP HOURS TO COMPLETE (25)	\$	2,500.00

BODY PUBLISHED OPTION TOTAL		\$	13,019.00
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PUBLISHED OPTIONS FOR PAGE (1) ONE EQUAL		\$	34,078.30
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CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.: RH08-18

Date Prepared: 11/26/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of San Luis	Contractor:	Dadee Manufacturing
Contact Person:	Manuel Rojas	Prepared By:	Derek Gilliland
Phone:	928-341-8577	Phone:	480-688-7190
Fax:		Fax:	480-688-7190
Email:	mrojas@cityofsanluis.org	Email:	dgilliland@dadeemfg.com

Product Code:	CC10	Description:	DaDee Manufacturing Scorpion Automated Side Loader: 31 yd body
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 111000

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
GR1 60-300 Gallon Grippers (Universal)	1600	Overhead Oval Dual Flashing LED Strobes	570
PTO Mount Dual Vane Hydraulic Pump 4000 Series	6950	Three Light Flasher Kit Tied to Brakes	570
LST1 LST Switch Controls	670	LED Work Light, Hopper	150
FLP-R Rear Mud Flaps (Required Option)	175	2 Color Cameras with 7" Monitor	2860
Center Mud Flap over brake pods (Required Option)	175	LED Work Light, Arm, RH	175
FLP Front of Rear Axle mud flap (Required Option)	175		
HTR1 Hydraulic Fluid Cooler	1775		
TEMP 1Hydraulic Oil Temperature Sensor	400		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	16245

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	127245	=	Subtotal D: 127245
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount Repeat Purchase	-21,631.65		
		Subtotal E:	-21631.65

Delivery Date: DOC **F. Total Purchase Price (D+E):** 105613.35

PETERBILT
VMXXR036-1
UNIT TYPE 2

CHASSIS FINAL BILL
FOR VIN 3BPDLJ0X7KE105666

PAGE 001
AS OF 09/25/18

DEALER CODE - A265
NAME AND ADDRESS
RUSH TRK CTRS OF ARIZONA
9600 WEST ROOSEVELT ST
TOLLESON AZ 85353

CUSTOMER NO - JL9U
ARIZONA REFUSE SALES
ARIZONA REFUSE SALES

DATES
REQ DELV 09/10/18
DELIVERY 09/25/18
PRIC EFF 09/25/18

PREVIOUS CHASSIS NO.

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS
DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091180 REFUSE, SCRAP, RECYCLING
INTENDED SERVICE 0093040 REFUSE/LANDFILL

BODY

BODY TYPE 0095220 AUTOMATED SIDE LOADER / PUSH-OUT
BODY LENGTH 288.00 IN BODY HEIGHT 162.00 IN
MAX LADEN WEIGHT 1000.00 LBS

TRAILER

TRAILER TYPE

TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 40.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT
**** DEALER ASSIGNED:

CHASSIS

FRONT AXLE LOAD 18180.00 LBS REAR AXLE LOAD 44000.00 LBS GCW 58000.00 LBS
WHEELBASE 210.00 IN FAX/BOC 110 IN CAB/AXLE 210.00 IN
CAB/EOF 280.00 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 100 % CLASS B 000
% CLASS C 000
% CLASS D 000

UNIT TYPE 2

SPECIAL REQUIREMENTS
SPECIAL RESTRICTIONS 0098010 CALIFORNIA REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 18,180.00 LBS
GAWR FIRST INTER: 22,000.00 LBS SECOND INTER: 22,000.00 LBS
GAWR REAR: 0.00 LBS
GVWR: 62,180.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
BASE MODEL				
0005201	MODEL 520 LCF	P	190,890	16,475
0200700	NOT APPLICABLE	P	0	0
	SECONDARY MANUFACTURER			
FRAME AND EQUIPMENT				
0514160	10-3/4" STEEL RAILS 306-342"	P	149	187
	3/8" RAIL THICKNESS			
0644090	EOF SQUARE WITHOUT XMBR	P	0	0
	USE WITH BODY BUILDER INSTALLED XMBR			
0651090	OMIT REAR MUDFLAPS & HANGERS	P	0	0
0713130	(2) SOLID MOUNT CABLE HOOKS	P	0	11
FRONT AXLE AND EQUIPMENT				
1012200	MERITOR MFS20 20,000 LB, 3.5" DROP	P	65	35
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LB	P	0	0
1243010	POWER STEERING SHEPPARD M100 DUAL	P	0	0
1353540	PHP10 ALUMINUM PRESET+ HUBS	P	834-	179-
1380235	MERITOR 5" DROP IPO STANDARD	P	0	0
1380280	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7	P	546	0
	16,000-22,000 LB STR OR FRT DRIVE			
1380470	MERITOR WIDE TRACK IPO STD, FRONT AXLE	P	0	4
	MFS+ 3.5" DROP / MFS 3.74"			
1391390	LONG STROKE BRAKES, FRONT AXLE	P	23	0
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P	28	0
1392970	HEAVY DUTY CAM BUSHINGS, STEER AXLE	P	31	0
REAR AXLE AND EQUIPMENT				
1523330	DANA SPICER DSH44 44,000 LB	P	507-	311-
	HIGH PERFORMANCE 44			
1616290	PHP10 ALUMINUM PRESET+ HUBS	P	680-	0
1632650	LONG STROKE PARKING BRAKES	P	0	0
	DRIVE AXLE(S)			
1672630	DIFF LOCK BOTH AXLES	P	2,046	60
1680280	BENDIX SMART ATC TRACTION CONTROL	P	228	2
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE	P	0	0
	AXLES			
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	62	9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	71	2
1680500	SRM VALVE	P	0	0
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	417	35

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0	0
1687020	BENDIX AIR CAM REAR DRUM BRKS 16.5X8.6	P	1,119-	0
1705570	RATIO 5.57 REAR AXLE	P	0	0
1824240	HENDRICKSON HMX460 46,000 LBS, 54" AS	P	1,050	64-
1911210	HAULMAAX, 60K CREEP RATING OMIT SUSPENSION INSERT	P	328-	185-
ENGINE AND ENGINE EQUIPMENT				
2074507	PACCAR PX-9 37001900 GOV@2100 1250@1400	P	2,572	0
	PERFORMANCE (2017 EMISSIONS)			
2091305	ENGINE IDLE SHUTDOWN TIMER ENABLED	P	0	0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P	0	0
2091372	EFF EIST NA EXPIRATION MILES	P	0	0
2091640	EFFECTIVE VSL SETTING NA	P	0	0
2140200	CARB ENGINE IDLING COMPLIANCE	P	0	0
N2132	N205 120...STANDARD MAXIMUM SPEED LIMIT			
N2133	N207 0....EXPIRATION DISTANCE (N207)			
N2134	P005 120...HARD MAXIMUM SPEED LIMIT (P1			
N2135	P001 65....MAXIMUM ACCELERATOR PEDAL VE			
N2136	P110 0....ACCELERATOR LOWER DROOP (P11			
N2137	P059 65....MAXIMUM CRUISE SPEED (P059)			
N2138	P111 0....CRUISE CONTROL LOWER DROOP (
N2140	N203 252...RESERVE SPEED FUNCTION RESET			
N2141	N202 0....MAXIMUM CYCLE DISTANCE (N202			
N2142	N206 10....MAXIMUM ACTIVE DISTANCE (N20			
N2143	N201 0....RESERVE SPEED LIMIT OFFSET (
N2144	P015 NO...ENGINE PROTECTION SHUTDOWN (
N2145	P026 NO...GEAR DOWN PROTECTION (P026)			
N2146	P046 1400..MAX PTO SPEED (P046)			
N2147	P062 NO...CRUISE CONTROL AUTO RESUME (
N2148	P068 NO...AUTO ENGINE BRAKE IN CRUISE			
N2150	N209 0....EXPIRATION DISTANCE (N209)			
N2151	P520 YES...ENABLE IDLE SHUTDOWN PARK BR			
N2152	P030 5....TIMER SETTING (P030)			
N2153	P233 YES...ENABLE IMPENDING SHUTDOWN WA			
N2154	P234 60....TIMER FOR IMPENDING SHUTDOWN			
N2155	P516 35...ENGINE LOAD THRESHOLD (P516)			
N2157	P031 NO...IDLE SHUTDOWN MANUAL OVERRUL			
N2159	P230 YES...ENABLE HOT AMBIENT AUTOMATIC			
N2161	P172 40...LOW AMBIENT TEMPERATURE THRE			
N2163	P171 80...HIGH AMBIENT TEMPERATURE THR			
2513070	200 AMP ALTERNATOR, STANDARD BRUSH	P	202	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V	P	74	2
	SEE SALES TOOL DESC FOR PLUG LOCATION			
2521110	OIL PAN HEATER 120V/300W	P	65	2
2522050	PACCAR STARTER 12V	U	0	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE	P	0	0
	BATTERIES, 2190 CCA			
2539010	BATTERY WARMER, 120V	P	39	0
2539740	KISSLING BATTERY DISCONNECT SWITCH	P	245	2
	300 AMP; MOUNTED ON BATTERY BOX			
	2/21/13: R-220 PER ASAP OMD (EJJ)			

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
2621000	2-SPEED FAN CLUTCH FOR FREQUENT START/STOPS	P	0	0
2723210	18.7 CFM AIR COMPRESSOR N/A X15	P	0	0
2921110	PACCAR FUEL/WATER SEPARATOR STANDARD SERVICE INTERVAL	P	0	0
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P	0	0
2921320	12V HEAT FOR FUEL FILTER	P	68	0
3010400	ENGINE PROTECTION SHUTDOWN W/DASH LABEL	P	10	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3120320	BUGSCREEN--REMOVABLE TYPE GRILL MTD W/ADTL CLIPS @ BTM OF BUGSCREEN	P	84	0
3120450	STAINLESS STEEL GRILLE	P	0	0
3261980	HEAVY DUTY AIR CLEANER	P	0	0
3281750	PRE-CLEANER ECG	P	141	13
3365300	EXHAUST VERTICAL LH DPF/SCR LH BOC VERTICAL (2017)	P	0	0
3381770	CURVED TIP STANDPIPE(S)	P	70	0
3387870	24" HT, 5" DIA STANDPIPE(S) CHROME WITH CLEAR COAT	P	0	0
TRANSMISSION AND CLUTCH				
4052420	ALLISON 4500 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	17,072	390
4210200	1760 HD DRIVELINE, 1 MIDSHIP BEARING	P	0	0
4250160	ALLISON WORLD TRANS PRIMARY SHIFT SCHEDULE 1	U	0	0
4250470	ALLISON 5TH GEN RDS, PKG 225 3000, 3500, 4000, 4500, 4700 TRANS	U	0	0
4250720	ALLISON FUELSENSE NOT DESIRED ***NIA*** 1/7/19	U	0	0
4250960	TC-521 TORQUE CONVERTER ALLISON TRANSMISSION	U	0	0
4256020	CONSOLE MTD PUSH BUTTON SHIFTER ALLISON TRANSMISSIONS	P	0	0
4256740	ALLISON 6-SPEED CONFIGURATION 4500 TRANSMISSIONS ONLY	P	0	0
4256870	ALLISON OUTPUT FUNCTION S NEUTRAL INDICATOR FOR PTO	P	0	0
AIR AND TRAILER EQUIPMENT				
4510330	BENDIX AD-IS EP AIR DRYER W/HEATER AND COALESCING FILTER; EXTENDED PURGE	P	0	0
4540420	NYLON CHASSIS HOSE	P	0	0
4542320	CENTRAL LOC FOR AIR TANK DRAIN VALVES N/A WITH OPTIONAL DRAIN VALVES	P	300	9
4543320	STEEL PAINTED AIR TANKS	P	0	0
4543530	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS LH BOC	P	581	0
4543540	CLEAR OUTSIDE FRAME OF ALL AIR SYSTEM COMPONENTS RH BOC	P	581	0

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
TIRES AND WHEELS				
5069700	FF: BR 20PLY 315/80R22.5 M843 MSI **NLA** REPLACE W/5064010 AFT 10/1/18	U	0	0
	PART: BR001714 FET: 106			
5167320	RR: BR 16PLY 11R22.5 M843	P	936	204
	PART: BR11R225HM843 FET: 232			
5190008	CODE-REAR TIRE QTY 08.			
5220520	FF: ALCOA 890637 22.5X9.00 CLEAN BUFF ALM	P	320	110-
5320410	RR: ALCOA 885657 22.5X8.25 CLEAN BUFF ALM, SEVERE SERVICE	P	1,852	1272-
5390008	CODE-REAR RIM QTY 08.			
FUEL TANKS				
5536130	23" ALUM 80 GAL FUEL TANK LH BOC	P	31	13
5604080	LOCATION LH BEHIND CAB 080 GAL.			
5650490	FUEL COOLER	P	0	0
5652890	DEF TANK MOUNTED LH BOC	P	0	0
5652990	STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0	0
5655069	DEF TANK 520	P	0	0
BATTERY BOX AND BUMPER				
6011070	ALUMINUM BATTERY BOX LH FRAME MTD BACK OF FENDER, 8" BELOW TOP OF FRAME	P	409	0
6121700	STEEL BUMPER CHANNEL PAINTED	P	0	0
CAB AND EQUIPMENT				
6501090	53" LCF PROBILT CAB RH DRIVE	P	1,333	0
6540020	KEY ALL UNITS ALIKE	P	223	0
6541275	KEY G275	P	0	0
6800500	4.5 INCH RUBBER FLARES ON CAB AND WHEEL WELL FENDERS	P	0	0
6911720	PETERBILT DRIVER SEAT	P	0	0
6921720	PETERBILT PASSENGER SEAT	P	0	0
6931120	SEAT BELT COLOR ORANGE IPO STANDARD BLACK	P	10	0
6939400	AIR RIDE DRIVER	P	310	44
6939420	HIGH BACK DRIVER	P	33	0
6939480	MORDURA DRIVER	P	61	0
6939510	NON-AIR RIDE PASSENGER	P	0	0
6939540	LOW BACK PASSENGER	P	0	0
6939570	VINYL PASSENGER	P	0	0
7000000	GREY INTERIOR COLOR	P	0	0
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P	0	0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0	0
7040020	DIAMOND PLATE FLOOR COVERING ON DRIVER SIDE FLOOR IPO RUBBER MAT	P	46	7
7220130	FIXED REAR WINDOW BOC STD TINT 18.5"X54"	P	0	0

UNIT TYPE 2

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
7230350	TWO-PIECE FLAT WINDSHIELD #REQUIRES MANAGEMENT APPROVAL ON M.D.#	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER	P	363	4
7560100	MIRRORS SSTL EACH SIDE HTD & MTRZD (N/A W/6501100)	P	29-	7-
7560850	(2) CONVEX 8" SS MIRROR, CNTR MTD UNDER MIRROR BRKT; INCLUDES DUAL DOOR STOPS	P	80	2
7610470	(1) AIR HORN 24.5" CHROME - ROUND INCLUDES POLISHED HORN SHIELD	P	66	0
7725715	CONCERTCLASS W/O CD, INCLUDES BT PHONE & AUDIO, AM/FM, WB, USB AND MP3	P	388	11
7725740	MIDLEVEL SPEAKER PACKAGE FOR CAB (4) SPEAKERS	P	134	7
7851330	CAB TILT PUMP AIR ASSIST	P	509	0
7851870	RAIN GUTTERS OVER BOTH DOORS	P	74	9
7852150	PB ELEC PANTOGRAPH WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7900970	BACKUP ALARM WIRING TO EOF	P	0	0
8011400	MAIN TRANSMISSION OIL TEMPERATURE GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P	0	0
8021315	AIR RESTRICTION INDICATOR MOUNTED ON EXHAUST STANCHION	P	0	0
8031120	WARNING LIGHT BATTERY DISCONNECT SWITCH ENGAGED (MARKER LIGHT)	P	15	0
8110090	HEADLIGHTS SINGLE RECTANGULAR HALOGEN	P	0	0
8120570	(5) LED CLEARANCE, (2) LED MARKER LIGHTS	P	0	0
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES	P	76	0
PAINT				
8500710	STANDARD PAINT COLOR SELECTION	P	200-	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD	P	142	0
N8502	A - L0006EB WHITE			
N8520	FRAME N0001EA BLACK			
N8550	CAB ROOF L0006EB WHITE			
N8570	BUMPER N0001EA BLACK			
MISCELLANEOUS				
9400090	PETERBILT CLASS 8 STANDARD COVERAGE 1 YEAR/100,000 MILES (160,000 KM)	P	0	0
9400094	PACCAR PX-9 STANDARD COVERAGE 2 YRS/250,000 MI (402,336 KM)/6,250 HRS	P	0	0
9407001	PREPAID FREIGHT ADJUSTMENT \$(50) NET	U	0	0
9407003	PREPAID FREIGHT ADJUSTMENT \$(100) NET	U	0	0
9407093	YUMA FREIGHT ADJUSTMENT \$(2,440) NET	U	0	0
9409800	2017 EPA EMISSIONS ENGINE WARRANTY ONLY	P	0	0
9409877	PB NEW PRODUCTS (KENMEX)	U	0	0



1930 W Broadway Rd, Phoenix, AZ 85041
 P: (800) 940-7467 F: (602) 276-5470

Quote

End User: City of San Luis
 Address Line 1: _____
 Address Line 2: _____
 Contact Name: Manuel Rojas
 Phone: 9283418577
 Email: mrojas@cityofsanluis.org
 Job Number: 30-D6NNNNN

Date: 9/5/2018

Description	Pictures	Price	Quantity	Total
Body Tailgate Arm - Fuel Type Diesel Only				
31 cubic yard body 3 axle chassis only 184" - 194" usable CT 70" minimum AF		\$111,000		\$111,000
Gripper (SELECT ONE)				
60-300 Gallon Grippers (Universal)		\$1,600		\$1,600
Pump Drive Package (REQUIRED OPTION)				
PTO Clutch Shift Dual Vane Hydraulic Pump 4000 Series		\$6,950		\$6,950
Controls				
Joystick controls (REQUIRED OPTION) Pete 520 Cab Configuration RH Drive		Standard		Standard
LST Switch Controls RH Door Mount		\$670		\$670
Mounting Kit				
Mounting kit		Standard		Standard
Rear mud flaps (REQUIRED OPTION)		\$175		\$175
Center rear mud flap guard over brake pods (REQUIRED OPTION)		\$175		\$175
Front of rear axle mud flaps (REQUIRED OPTION)		\$175		\$175
Hydraulic fluid cooler		\$1,775		\$1,775
Hydraulic oil temp sensor (with cab indicator)		\$400		\$400
Camera				
2-color cameras with 7" monitor		\$2,860		\$2,860
Color				
Standard white		Standard		Standard
Fuel Type (SELECT ONE)				
Standard Diesel		Standard		Standard
Lighting				
Overhead Oval Dual Flashing Led Strobes (REQUIRED OPTION)		\$570		\$570
Three Light Flasher - Tied To Brake Lights		\$570		\$570
Led Work Light - Hopper		\$150		\$150
Led Work Light - Arm, Rh		\$175		\$175
<i>*body & grabber size may dictate size</i>				
Warranty & Training				
1 year warranty		Standard		Standard

Number of Units Ordered: 1	TOTAL BODY PRICE:	\$119,550.00
Subtotal of Body & Options Price: \$127,245.00	TOTAL OPTIONS PRICE:	\$7,695.00
LESS DEALER DISCOUNT: 17.00%	= SUBTOTAL A:	\$127,245.00
	= SUBTOTAL B:	\$105,613.35



CITY OF SAN LUIS
OFFICE OF THE CITY ATTORNEY
P.O. Box 1170
1090 East Union Street
San Luis, Arizona 85349-1170
Phone (928) 314-9117 Fax (928) 722-0263

December 12, 2018

Howie Jorajuria
Vice President and Senior Lending Officer
First Bank Yuma
2755 South 4th Avenue
Building 2, Suite 101
Yuma, Arizona 85364

**Re: City of San Luis Opinion Letter as Requested in the
First Bank Yuma Financing Proposal dated November 15, 2018**

Dear Vice President Jorajuria:

I am the City Attorney for the City of San Luis ("City"). In your Financing Proposal dated November 15, 2018, you require an opinion letter from City Attorney determining whether interest paid to First Bank of Yuma on the proposed loan will be tax-free. For this opinion, I have examined your proposed terms of an installment loan for financing the acquisition of a new vehicle. The vehicle is trash collection truck which consists of a Peterbilt chassis and Scorpion body components.

Pertinent Internal Revenue Code

The federal government exempts interest income from federal income taxes on obligations of political subdivisions such as the City. Internal Revenue Code section 103 states in part:

(a) Exclusion.--Except as provided in subsection (b), gross income does not include interest on any State or local bond.

...

(c) Definitions.--For purposes of this section and part IV--

(1) State or local bond.--The term "State or local bond" means an obligation of a State or political subdivision thereof.

...

Under Internal Revenue Code section 115:

Gross income does not include--

(1) income derived from any public utility or the exercise of any essential governmental function and accruing to a State or any political subdivision thereof

The rationale behind the tax-free interest income is that since the money from the loan to the City will fund governmental services needed by the public, the federal government supports the local government by making the interest income free of federal taxation.

Conclusion and Opinion

The City will use the vehicle to collect trash as part of its regular trash collection service which is an essential governmental function under Internal Revenue Code 115. The proposed loan will be an obligation of the City under Internal Revenue Code 103. It is my opinion and I certify that the City is a political subdivision under Internal Revenue Code 103 and that any interest paid to First Bank Yuma on a loan such as the one in the Financing Proposal of November 15, 2018 (which is attached to this opinion) is excluded from gross income under Internal Revenue Code section 115. Therefore, any interest paid by the City on the installment loan for the vehicle would be tax-free to First Bank Yuma.

Further, it is my opinion that the City has authority to enter into a loan with First Bank Yuma towards the purchase of the trash collection truck at the 4.5% market interest rate which the City and First Bank negotiated on the basis that the interest rate the City pays to First Bank Yuma is tax-free.

Sincerely,

Kay Marion Macuil
San Luis City Attorney

Copy: Tadeo A. De La Hoya, City Manager
Monica Castro, Finance Director
Eulogio Vera, Public Works Director



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.B.

Meeting Date: 12/12/2018

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

Submitted By: Olivia Jenkins, Human Resources Manager, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with Cooperative Personnel Services (CPS) HR Consulting for additional support in services for general classification and compensation as needed and waiver of formal purchasing procedures as permitted under San Luis City Code Section 36.01(H). **(Olivia Jenkins, Human Resources Manager)**

SUMMARY:

Human Resources requested a proposal and scope of work from CPS HR to provide assistance in researching new positions, classification, job descriptions, pay grades, and/or compensation. This would provide support to the various city departments with requests submitted for additional positions, not in the city's current classification/position structure. By continuing services with CPS HR consulting firm, Human Resources would ensure that the new classifications/positions follow the same criteria as those established with the Classification and Compensation study conducted and completed this year by them.

Need for waiver of formal purchasing procedures:

Human Resources is seeking a waiver of the purchasing procedures for expenses to be incurred not to exceed the amount of **\$10,000.00** as permitted under the San Luis City Code Section 36.01 (H). This would waive the purchasing procedures of the City Code to request three (3) quotes. In this circumstance, the city would benefit and ensure uniformity with the study of classification and salaries completed within this year. Securing this service with CPS HR will allow Human Resources to start work with departments prior to the start of Fiscal Year 19-20 budget work session.

Staff Recommendation:

Human Resources is seeking approval of contract and expense not to exceed \$10,000.00 for the scope of work and consulting service as stated in the contract presented.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT AND EXPENSES WITH CPS HR NOT TO EXCEED \$10,000.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$10,000

BUDGETED AMOUNT: \$0
AVAILABLE AMOUNT TO TRANSFER: \$10,000
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual Services,
100-125-8000, \$26,834.46

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

Budget Transfer requested to cover expense.

Attachments

CPS HR Scope of Work Contract
For Reference - July 1, 2018 Contract
Amendment AZ Provisions



STATEMENT OF WORK NO. 2

General Classification and Compensation Services

This Statement of Work ("SOW"), effective December 17, 2018 ("Effective Date") is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement, (the "Agreement"), dated as of September 1, 2016 by and between Cooperative Personnel Services, dba **CPS HR Consulting**, a California Joint Powers Authority ("CPS HR") with offices at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 and **the City of San Luis** ("Client" or "City") with offices at 1090 E. Union Street, San Luis, AZ 85349.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR will provide the City of San Luis ("City") general classification and compensation services. Standard classification and compensation services are described below, however, classification and compensation services are not limited to these descriptions.

Classification Studies (as needed outside of original classification study in 2016-2017) shall include, but are not limited to:

1. Revise or develop classification specifications which may include analysis for knowledge, skills, ability, education and experience; position definitions, distinguishing characteristics, supervision received and exercised, example of duties, special requirements including licensing and certification requirements. This includes the design, distribution to incumbents, and analysis of Position Description Questionnaires.
2. Identify management, supervisory, professional, technical and general employees, including FLSA status.
3. Analyze data and prepare/present draft and final report. Analyze all information collected and review or develop classification specification in a manner consistent with information received and the City's practice. The report will include methodology, findings and classification specification or revisions made. Another CPS HR consultant for quality control will review draft reports and/or specifications prior to submission to the City. Subsequently, report will be submitted electronically and that any follow-up discussions will be conducted via conference call.

Desk Audits (as needed outside of original classification study in 2016-2017) The Desk Audit will provide an evaluation of a particular position to determine whether its duties and responsibilities correspond to its job classification and salary grade.

1. CPS HR will design PDQ for incumbent(s) completion.
2. Prepare for the interview(s) by analyzing the completed PDQ(s) and review background materials in preparation for interviews.
3. Interview incumbent(s) for desk audit and request additional information as needed.
4. CPS HR will meet with appropriate supervisors and managers for review of the employees completed PDQ and to ensure that the employee has accurately and sufficiently captured all pertinent information.
5. Compare the PDQ, interview and job audit results to the existing classification.
6. Allocate employee(s) to an appropriate job and, if necessary, make recommendations on revisions to classification description(s).
7. Prepare/present draft and final report of which will include background, discussion, results, and recommendations. Report(s) will be submitted electronically and that any follow-up discussions will be conducted via conference call.

Compensation Studies shall include, but are not limited to:

1. Conduct a Minimum Qualifications survey within the classification(s) being studied. The survey will include survey agencies within the City's labor market area. The number of agencies either agreed upon by CPS HR and the City, of as specified based on Bargaining Unit.
2. CPS HR assist with, or recommend, benchmark classifications and elements of total compensation to be collected.
3. Complete labor market salary and benefits surveys and confirm with agencies comparable classification(s) and all benefits collected.
4. CPS HR will analyze all data collected and present the labor market base and total compensation median and mean and where the City falls in relationship to the labor market. CPS HR will provide a summary of all benefits collected.
5. CPS HR will provide written documentation of assessment and methodology used for each conducted compensation survey. Reports will include analysis of all data collected including the City's maximum salary by classification in comparison to the labor market; additionally, a summary of all benefits collected from the labor market agencies will be included. Subsequently, report will be submitted electronically and that any follow-up discussions will be conducted via conference call.

Initiatives/Projects: Upon a request by the City for specific project services, CPS HR will identify the appropriate consultants to assist the City in completing the identified project. CPS HR will provide a proposed cost estimate and timeframe for completion, based on the scope of work for each particular project. The City will review and approve project budgets and project plans individually. Project specific work (priced separately, but consistent with the rates quoted below) could begin thereafter and would be overseen by the CPS HR Managing Consulting/Project Manager.

CPS HR and Client will have periodic evaluations of the use and effectiveness of this retained service, at the request of the City, provide contract funds balance, and review the City's needs, priorities and organizational developments.

Services will be billed on an hourly basis. Consultation will primarily be provided via telephone or e-mail. Services performed will be as requested by the City's project contact.

2. CLIENT RESPONSIBILITIES:

- a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. Client's Project Representative will be responsible for the following activities:
 1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
 2. Coordinating interview schedules and facilities and distributing project update information
 3. Identifying and providing current classification and compensation information (i.e. current job specifications, salary structure, benchmark positions, and organizations, etc.), personnel policies and procedures, etc.
- b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. START DATE: December 17, 2018

4. COMPLETION DATE: June 30, 2019

5. CPS HR PROJECT MANAGER: Jennifer Ramos Phone Number: (916) 471-3125

6. CLIENT MANAGER: Olivia Jenkins Phone Number: (928) 341-8579

7. SERVICE FEES and BUSINESS EXPENSES: Not to Exceed \$10,000

All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates. CPS HR shall be bond to the following rates.

Professional Services:

Staff	Consulting Cost	Travel Time Cost
Managing Consultant/Project Mgr.	\$120 per hour	\$60.00 per hour
Consultants	\$105 per hour	\$52.50 per hour
Technical/Clerical	\$60 per hour	None

Expenses:

- Travel time is invoiced at half the billable rate
- Mileage will be reimbursed at 54.5¢ a mile (or current IRS approved rate)
- Other Incidental Expenses: Billed at actual cost (per diem, hotel, postage, copying, miscellaneous materials costs)

Billing: Invoices will be submitted for payment monthly. The City will pay CPS HR Consulting within 30 days following receipt of invoice.

8. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
9. This SOW covers work requested and performed prior to the commencement of this SOW.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Cooperative Personnel Services dba
CPS HR Consulting**

City of San Luis

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Sandy MacDonald-Hopp

Name: _____

Title: Chief Financial Officer

Title: _____



STATEMENT OF WORK NO. 2

General Classification and Compensation Services

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5. CPS HR PROJECT MANAGER: Jennifer Ramos Phone Number: (916) 471-3125

6. CLIENT MANAGER: Olivia Jenkins

Phone Number: (928) 341-8579

7. SERVICE FEES and BUSINESS EXPENSES: \$20,000

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Consultants	\$105 per hour	\$52.50 per hour
Technical/Clerical	\$60 per hour	None

Expenses:

- Travel: 54.5¢ a mile (or current IRS approved rate)
- Other Incidental Expenses: Billed at actual cost (per diem, hotel, postage, copying, miscellaneous materials costs)

Billing: Invoices will be submitted for payment monthly. The City will pay CPS HR Consulting within 30 days following receipt of invoice.

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- 9. This SOW covers work requested and performed prior to the commencement of this SOW.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Cooperative Personnel Services dba
CPS HR Consulting**

City of San Luis

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Sandy MacDonald-Hopp

Name: _____

Title: Chief Financial Officer

Title: _____

**AMENDMENT TO
CPS HR CONSULTING
STATEMENT OF WORK NO. 2 Effective December 17, 2018**

This amendment (“Amendment”) effective this 17th day of December, 2018, between the Cooperative Personnel Services, doing business as CPS HR Consulting, a California Joint Powers Authority (“CPS HR”) with offices at 2450 Del Paso Road, Suite 220, Sacramento, California 95834 and the City of San Luis (“City” or “Client”), a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona. CPS HR and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

(1) CPS HR shall obtain or renew its San Luis Business License on or before the effective date of this Agreement.

(2) Conflict of Interest

CPS HR declares that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under contracted by the City. CPS HR further declares that in the performance of these services no subcontractor or person having such interest shall be employed. CPS HR certifies that, if it hires any employee, no one who has or will have any financial interest in its agreements with the City is an officer or employee of City.

Under Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in the agreements the City has with CPS HR, nor shall any such member, official or employee participate in any decision relating these agreements 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. The agreements between the City and CPS HR are subject to the cancelation provisions for conflict of A.R.S. §38-511.

(3) Employment Eligibility

CPS HR hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreements between the City and CPS HR. The City retains the legal right to inspect the papers of CPS HR to ensure that CPS HR complies with this warranty.

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(4) Boycott

CPS HR certifies that it does not participate in, and agrees not to participate in during the term of its agreements with the City a boycott of Israel under A.R.S. § 35-393.01.

This Amendment shall inure to the benefit of and be binding on the heirs, legal representatives, assignees, and successors of the respective Parties.

City of San Luis, Arizona

Gerardo Sanchez
Mayor

Dated _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**Cooperative Personnel Services dba
CPS HR Consulting**

Sandy MacDonald-Hopp
Chief Financial Officer

Dated _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.C.

Meeting Date: 12/12/2018

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

Submitted By: Olivia Jenkins, Human Resources Manager, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with Pierce Coleman Law Firm for a scope of work and services to perform review and revision of the 2008 City of San Luis Personnel Policies. **(Olivia Jenkins, Human Resources Manager)**

SUMMARY:

The 2008 City of San Luis Personnel Policies is in need of revisions and updates to conform with changes in law and current practices. Human Resources has explored options for the service to assist us with this project.

Attorney Justin Pierce has submitted a proposal to perform a review and revision of the city's personnel policies as a flat fee in the amount of \$10,000.00. This fee will be for all work associated with the review and revision with an expected completion of the project by January or February 2019. Mr. Pierce has worked with the city and has extensive knowledge of our current policies. Hence the project completion is attainable as stated. His expertise in employment law and government practices would ensure this project is completed to the city's satisfaction.

Purchasing procedure Compliance

Human Resources is seeking approval of expenses to be incurred not to exceed the amount of **\$10,00.00.00** for professional services as permitted under the San Luis City Code Section 36.08. For an expense for professional services of under \$15,000.00, the purchasing procedures of the City Code do not require quotes. Professional services include services of attorneys.

Staff Recommendation:

Human Resources is seeking approval to contract Mr. Justin Pierce of Pierce Coleman Law Firm to assist with the revision and update of the 2008 City of San Luis Personnel Policies.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE CONTRACTING THE PIERCE COLEMAN LAW FIRM TO REVIEW AND UPDATE THE PERSONNEL POLICIES FOR A FLAT FEE OF \$10,000.00 AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$10,000.00

BUDGETED AMOUNT: \$10,000.00
AVAILABLE AMOUNT TO TRANSFER: \$10,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual Services,
100-125-8000, \$26,834.46

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

Budget Transfer requested to cover expense.

Attachments

Proposal_Scope of Work



PIERCE COLEMAN
Excellence in Employment Law

JUSTIN S. PIERCE
Justin@PierceColeman.com

7730 E. Greenway Road, Suite 105
Scottsdale, Arizona 85260

Tel 602 772 5507
Fax 877 772 1025

4711 E. Falcon Drive, Suite 111
Mesa, Arizona 85215

November 19, 2018

VIA ELECTRONIC MAIL

Olivia Jenkins, Manager
Human Resources Department
City of San Luis
1090 E. Union Street
Post Office Box 1170
San Luis, Arizona 85349

Re: 2018 HR Policy Handbook Review

Dear Ms. Jenkins:

Pursuant to the City's request, our firm is able to agree to perform a review and revision to the City's Personnel Policies at a flat fee of \$10,000, which would encompass all work associated with the review and revision. For flat fee work such as this, we invoice the matter immediately, and would begin work and expect to finish the project by January or February of 2019. Please let me know if this arrangement is acceptable to the City.

Sincerely,

/s/ Justin S. Pierce

Justin S. Pierce

JSP/kmc





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.D.

Meeting Date: 12/12/2018

Department Head: Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to go out to bid for the installation of linear panels project for the interior of the San Luis Gym. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

In the last couple of years, the San Luis Gym has been host to various events and activities which the community has greatly enjoyed. In order to keep providing great activities and events for our community, the Parks & Recreation staff is wanting to install new linear panels to the interior of the gym walls. The reason this installation is needed is to enclose the current insulation material located on the walls, provide better air quality to everyone entering the gym, give the gym interior a more professional presentation and prevent any damage to the current uncovered insulation when sports activities are going on.

For this Fiscal Year 2018-2019, City Council has approved \$49,930.00 for the installation of linear panels for the San Luis Gym interior. Under the San Luis City Code - Purchasing §36.01 (E), any purchase of \$35,000.00 and more, the purchasing agent (City of San Luis) shall publish in two (2) issues of a newspaper of general circulation a notice inviting sealed bids or Requests for Proposals (RFPs) for contemplated purchase from professional services. Therefore, the Parks and Recreation staff is requesting permission to place a newspaper ad seeking bids for the installation of linear panels project for the San Luis Gym.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE INVITATION FOR SEALED BIDS FOR THE INSTALLATION OF LINEAR PANELS FOR THE INTERIOR OF THE SAN LUIS GYM.

n/a

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	N/A
BUDGETED AMOUNT:	\$49,930.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay 100-999-90005 / \$49,930.00

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

N/A



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9.

Meeting Date: 12/12/2018

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

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

Action Requested: Motion

ITEM:

EXECUTIVE SESSION

Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A)(1), A.R.S. §38-431.03(A)(3) and A.R.S. §38-431.03(A)(4) on any and all matters relating to the position of Chief of Police and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of Chief of Police, including discussion of possible confirmation of the City Manager's appointment of the Chief of Police and/or discussion of approval of terms and/or conditions of said appointment pursuant to San Luis City Code §32.02, and consultation with the attorney or attorneys of the City regarding the same. **(Gerardo Sanchez, Mayor)**

SUMMARY:

An executive session as described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03(A) SUBSECTIONS (1), (3) AND (4).

No attachments

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 A.R.S. §38-431.03(D) no action or decision may be taken during executive session except to instruct the attorney.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

11.A.

Meeting Date: 12/12/2018

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

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

Action Requested: Motion

ITEM:

Discussion and possible action regarding any and all matters related to the position of Chief of Police including confirmation of the possible appointment by the City Manager and approval of terms and/or of conditions pursuant to San Luis City Code §32.02. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

The San Luis City Code Section 32.02 states:

"The Chief of Police shall be appointed by the City Manager, whose appointment shall be confirmed by the City Council, and shall serve at the pleasure of the City Manager on terms and conditions as may be approved by the City Council. The Chief of Police shall be subject to the direction of the City Manager. The City Manager shall provide for the appointment of as many police officers as may from time to time be deemed necessary for the safety and good order of the city."

This item is for action according to the above section of the City Code.

RECOMMENDATION / SUGGESTED MOTION:

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

Supporting information is attached to this Agenda Item Review Form.

Fiscal Impact

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

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

The salary has not yet been determined.

Attachments

EMPLOYMENT AGREEMENT

This agreement is made this ___ day of _____, 2018 at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, (“City”), a municipal corporation of the State of Arizona, 1090 Union Street, San Luis, Arizona, and Richard Jessup, referred to in this agreement as “Chief of Police.”

SECTION I TERM AND NATURE OF EMPLOYMENT

Richard Jessup has been acting as the Acting Chief of Police. This agreement is to remove the Acting relationship and make Richard Jessup the Chief of Police of the City of San Luis. He continues to serve at the pleasure of the City Manager subject to the provisions of the City Code of the City of San Luis.

SECTION II DEVOTION OF FULL TIME TO BUSINESS

The Chief of Police shall devote the whole of his time, attention, and energies to the performance of his duties as the Chief of Police of the City of San Luis, Arizona.

SECTION III DUTIES

The Chief of Police shall perform the duties of Chief of Police as set forth in the ordinances, codes, rules, and regulations of the City of San Luis and the applicable statutes and laws of the State of Arizona and shall perform such other duties as may be assigned or directed by the City Manager of the City of San Luis. Chief of Police, while a contract employee, shall be a department head subject to the management and direction of the City Manager as any other department head of the City of San Luis. The Chief of Police shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that is usually done by persons occupying his position as the Chief of Police of a political subdivision. Chief of Police must maintain proper certification as a certified peace officer in good standing with the State of Arizona with the Arizona Police Officer Standards and Training Board (AZPOST) for the duration of his employment as San Luis Chief of Police.

SECTION IV RATE OF COMPENSATION; OTHER TERMS AND CONDITIONS

A. The salary of the Chief of Police shall be an annual base salary of \$_____ payable biweekly effective as of _____, _____. The Chief of Police shall be entitled to accrue vacation and sick time as all other city employees.

B. The City Manager and City Council may review, evaluate, and complete the evaluation of the performance of the Chief of Police from time to time during the term of this agreement. The structure and timing of such review and evaluation, as well as any further adjustment in base salary or other compensation, shall be in the sole discretion of the Manager and City Council.

The Manager and City Council shall not at any time during this contract reduce the salary, compensation, or other benefits for Chief of Police without the mutual consent of Chief of Police.

C. The City shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police in connection with the performance of his duties as Chief, including professional growth and development. Said vehicle may not be used to commute to or from a residence not located within 25 minutes response time from the Police Department of the City of San Luis.

D. The Council agrees to budget and pay for the professional dues and subscriptions of the Chief of Police as the Council deems necessary for his continuation and participation in national, regional, state and local associations and organizations necessary for his continued professional participation, growth and advancement, and for the good of the City.

E. Unless otherwise stated herein, Chief of Police shall be entitled to all other employment benefits provided for employees of the City which are not specifically mentioned herein, including, but not limited to, health insurance and participation in an employee retirement system and any cost of living adjustments made to employee compensation.

F. It is recognized by the Manager and Council that Chief of Police must devote the time necessary to his duties involving both normal office hours and time outside these hours. The taking of personal time off should be in line with this premise, and rests in the discretion of Chief of Police under the supervision of the City Manager.

G. Indemnification. The City agrees to defend, save harmless and indemnify Chief of Police against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Chief of Police for the City, even if said claim has been made following his termination from employment, provided that the Chief of Police acted within the scope of his duties. The City may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to the Chief of Police.

SECTION V TERMINATION OF EMPLOYMENT

A. The Manager and City Council may terminate this agreement at any time upon the giving of at least thirty (30) days' written notice to Chief of Police, unless the parties otherwise agree.

B. Chief of Police may resign from his employment at any time upon the giving of at least thirty (30) days' written notice to the Mayor and Council, unless the parties otherwise agree.

C. Upon termination, in addition to any other rights to compensation or benefits to which Chief of Police may have under this agreement or law, Chief of Police shall be paid his accumulated vacation time based upon the rate of salary as of the date of termination.

**SECTION VI
CONTRACT TERMS TO BE EXCLUSIVE**

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

**SECTION VII
WAIVER OR MODIFICATION INEFFECTIVE
UNLESS IN WRITING**

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

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

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

B. In the event that the City adopts as a policy a program of settling employment claims or suits by binding arbitration, and adopts a form of agreement for new employees to sign during the course of this agreement, Chief of Police agrees to sign said agreement and be bound by the same.

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

In witness whereof, the City of San Luis, Arizona has caused this agreement to be signed and executed on its behalf by its City Manager and duly attested to by its Clerk, and Chief of Police, has signed and executed this agreement on the day and year referred to above.

Richard Jessup, Chief of Police

City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

DRAFT