



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, January 9, 2019. 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, 9 de Enero del 2019. 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
January 9, 2019
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 and recognition of the 2018 - 4th Quarter Awardees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. **(Lt. Marco Santana, Janet Taylor, ERAP Committee Chairs & Fausto Gonzalez, Training & Programs Coordinator)**

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

-Special Council meeting held November 26, 2018
-Special Council meeting held December 4, 2018
-Regular Council meeting held December 12, 2018
-Work Session held December 19, 2018

5. B. DISBURSEMENTS FROM DECEMBER 1, 2018 THROUGH DECEMBER 31, 2018.

Total Disbursements \$1,277,145.53

(One Million, Two Hundred Seventy-Seven Thousand, One Hundred Forty-Five Dollars and Fifty-Three Cents)

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 6. A.** Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. for construction inspection and administration services for East Mesa Water Lines Project. **(Eulogio Vera, Director of Public Works)**
- 6. B.** Discussion and possible action on any and all matters regarding a software contract with Benchmark Analytics to better manage officer and civilian staff performance, training and policy storage and delivery to the San Luis Police Department. **(Richard Jessup, Chief of Police)**

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 Fire Chief and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of Fire Chief, including discussion of possible confirmation of the City Manager's appointment of the Fire Chief and/or discussion of approval of terms and/or conditions of said appointment pursuant to San Luis City Code §34.04, 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 on any and all matters regarding the position of Fire Chief including confirmation of the possible appointment by the City Manager and approval of terms and/or of conditions pursuant to San Luis City Code §33.04. **(Tadeo A. De La Hoya, City Manager)**

12. ADJOURNMENT



PRESENTATION

Regular City Council Meeting

4.A.

Meeting Date: 01/09/2019

Presentation Topic/Summary:

Presentation and recognition of the 2018 - 4th Quarter Awardees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. **(Lt. Marco Santana, Janet Taylor, ERAP Committee Chairs & Fausto Gonzalez, Training & Programs Coordinator)**

Attachments

4th Qtr ERAP Awardees List

2018 4TH QUARTER RECIPIENTS

EMPLOYEE RECOGNITION & AWARDS PROGRAM (ERAP)

Years of Service Recognition

<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
Ramon Dueñas, <i>Public Works</i> Luis Gil, <i>Public Works</i> Edgar Herrera, <i>Public Works</i> Peter Juarez, <i>Police</i>	Richard Bauermann, <i>Fire</i>	Socorro Ayala, <i>Police</i> Angelica Cifuentes, <i>Finance</i>	Maria Sabori, <i>Risk</i>

Customer Service Award | Richard Bauermann, *Fire Inspector*

Richard Bauermann always exhibits and is always determined to provide the best customer service whether internally or externally. Bauermann was awarded the Customer Service Award due to his ability to provide quick and detailed responses to challenging and/or simple questions and situations that require the type of knowledge and experience on fire areas such as NFPA codes and standards, safety and prevention. Ric also demonstrates his knowledge, patience and attentiveness as the chairman of the Safety Committee, by following up on all complaints or situations that require immediate attention with the goal of preventing potential hazards that could cause injuries and/or fatalities.

Achievement Award | Parks Grounds Division

The Parks Grounds Division is the recipient of the Achievement Award due to their excellent service provided in updating and repairing facilities and preparing special events throughout the year supporting departments and City events. Parks Grounds demonstrates the ability to handle big events like 4th of July to smaller events like the Tree Lighting, or the Employee Spring Picnic event, they are always up to the task of making the facilities inviting and prepared for entertainment. The supervisors and staff work on collaborating with ideas to improve the image of the City and provide a better experience for residents with sometimes limited resources. They effectively are seeking conservative options to support maintenance cost and working in-house to lower cost of projects to extend funding for more projects. They continue to reconstruct existing Park areas to better serve the residents and upgrade their appearance (Las Brisas, Independence St., Eligio Ramirez). They have re-landscaped the Main Street roundabout to make it greener and welcoming to those visiting the downtown are. They also provide input in the future development of open areas and green areas and work night, day and weekends to complete tasks and support City functions and other departments to make our City a better place.

Award of Excellence | Public Works Department

The Public Works Department is the recipient of the end-of-the year Award of Excellence for their awesome display of commitment and pride during the Public Works Week event held earlier in the year. The Public Works Department did a wonderful job setting up and displaying the different types of equipment and machinery they use on a daily basis. The department also offered personalized tours of the water and wastewater treatment plants. Attendees were able to see hands-on how all the equipment worked and what exactly they used it for. The Public Works employees encountered at the event took pride in showing attendees how to operate the machinery and equipment. They also displayed quite a bit of patience during the hands-on experience. This event was a great way to get to know the employees from the Public Works Department. All of the Public Works employees did a wonderful job and went above and beyond with this project.

Rookie of the Year | Estela Diaz Gurrola, *Custodian*

Estela Diaz was awarded the 2018 Rookie of the Year for displaying excellent customer service skills, providing high quality and detailed work, and meeting deadlines. She always meets everyone with a friendly greeting, and always pays attention to detail when maintaining our various facilities. Ms. Diaz Gurrola was recognized as Rookie of the Year 2018 not only because she is an excellent employee but also because she was awarded the customer service award in the 2nd quarter, which indicates she has demonstrated the great customer service she has been providing to her internal customers as well as demonstrating many other great skills.

Employee of the Year & Employee of the 4th Quarter

Maria Muñoz, *HR Technician*

Maria Muñoz was awarded Employee of the Quarter and Employee of the Year due to the noticeable ability to handle responsibilities, duties and tasks as a new member of HR. Maria Muñoz came in new as the HR Technician, an entry level position, early in 2018 and shortly after our HR Benefits Coordinator position was vacated, Ms. Muñoz stepped up and took over a handful of vital tasks/duties that were handled by HR Benefits Coordinator. Ms. Muñoz demonstrated her ability to successfully complete a wide range of extra work and manage demanding assignments for several months. Maria has proven to be a strong and reliable member of the Human Resources department; as a result is being recognized and awarded Employee of the Quarter for the 4th quarter and Employee of the Year for 2018.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.A.

Meeting Date: 01/09/2019

Summary

MINUTES OF

- Special Council meeting held November 26, 2018
 - Special Council meeting held December 4, 2018
 - Regular Council meeting held December 12, 2018
 - Work Session held December 19, 2018
-

Attachments

11/26/2018 SCM
12/4/2018 SCM
12/12/2018 RCM
12/19/2018 WS

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
November 26, 2018
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 6:35 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 – arrived at approximately 6:55 pm

ABSENT: Council Member Gloria Torres
Council Member Ruben Walshe

OTHERS PRESENT: Tadeo De La Hoya, City Manager
Sonia Cornelio, City Clerk
Ana Camacho, Custodian
Angel Ramirez, Acting Fire Chief
Edgar Carbajal, Human Resources Recruitment Coordinator
Eulogio Vera, Director of Public Works
Francia Alonso, Acting PIO/Assistant to Council
Glenn Gimbut, Assistant City Attorney
Jesus Meza, Assistant Director of Parks & Recreation
Jonathan Dumadag, IT Technician
Jose Cisneros, Administrative Coordinator
Jose Guzman, Director of Planning & Zoning
Kay Macuil, City Attorney
Manuel Rojas, Assistant Director of Public Works
Monica Castro, Director of Finance
Nohemy Echavarria, Magistrate
Olivia Jenkins, Human Resources Manager
Olsvaldo Rodriguez, Lead Custodian
Richard Jessup, Acting Chief of Police
Ric Bauermann, Fire Inspector
Emma Torres, Campesinos Sin Fronteras
Llliana Arroyo, Campesinos Sin Fronteras
Lucy Lopez, Reporter

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION

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

4. PROCLAMATION/PRESENTATION

4.A. Dia Del Campesino (Farm Worker's Day) December 1, 2018

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

Ms. Emma Torres, Campesinos Sin Fronteras, thanked the Mayor and City Council for their support on the 24th event Dia Del Campesino which is to recognize the hard work of the community's farm workers. The event will begin at 3:00 a.m. at the Joe Orduño Park and invited the Mayor and Council as well as the public to this traditional event.

Mayor Gerardo Sanchez thanked and congratulated Ms. Emma Torres and the collaborating agencies on putting this event together. The City of San Luis is proud to be part of the 24th Annual Dia Del Campesino.

4.B. Introduction of the City of San Luis new hires for the 3rd quarter from July through September 2018. (Olivia Jenkins, Human Resources Manager and Edgardo Carbajal, HR Recruitment Coordinator)

Mr. Edgar Carbajal, Human Resources Recruitment Coordinator, introduced the 3rd quarter new hires for the City of San Luis.

Mayor Gerardo Sanchez welcomed the new hires to the City of San Luis.

5. CONSENT AGENDA

5.A. MINUTES OF

-Work Session held November 7, 2018

5.B. DISBURSEMENTS FROM NOVEMBER 3, 2018 TO NOVEMBER 16, 2018

Total Disbursements \$629,598.48

(Six Hundred Twenty-Nine Thousand, Five Hundred Ninety-Eight Dollars and Forty-Eight Cents)

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEM:

6.A. Discussion and possible action on any and all matters regarding authorization to purchase three (3) new and equipped 2019 unmarked police Ford Ranger Crew Cab 4x4 XLT pick-up trucks using Fiscal Year 2019 Capital Projects budgeted funds. (Richard Jessup, Acting Chief of Police)

Mr. Richard Jessup, Acting Chief of Police, explained that the San Luis Police Department is seeking approval for the purchase of three (3) new and equipped 2019 Ford Ranger Crew Cab 4x4 XLT pick-up trucks. These trucks would be additions to the police vehicle fleet. The funds for the purchase of these vehicles were approved as a Fiscal Year 2019 Capital Project to purchase three (3) unmarked and equipped police vehicles.

The pick-up trucks will be purchased through Alexander Ford of Yuma, which provided a vehicle quote lower than Peoria Ford which holds the Arizona State Contract # ADSPO17-166117 for police vehicle purchases. The pick-up trucks will be fully equipped by MHQ of New Mexico, located in Tempe Arizona which provided the lowest quote in comparison to Arizona Emergency Product (AEP) using Yavapai County contract #2018-346.

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Mario Buchanan Jr. to approve the purchase of three (3) new and equipped 2019 unmarked police Ford Ranger Crew Cab XLT pick-up trucks in the amount of \$108,914.34 and waive formal bidding as is allowed under San Luis City Code 36.01 (H) because the cost is lower than bid government contracts for the same items. Motion passed unanimously.

6.B. Discussion and possible action on any and all matters regarding the purchase of a new sewer camera inspection system for the Wastewater Division. (Manuel Rojas, Assistant Director of Public Works)

Mr. Manuel Rojas, Assistant Director of Public Works, stated that staff contacted three (3) vendors and requested demonstrations of their sewer camera inspection equipment. The new sewer camera system would aid in verification and maintenance for sewer inspections of new and current sewer lines. Staff currently uses a small Closed Circuit TV (CCTV) hand unit, used for service laterals only and the vacuum truck camera skid system. The Rower X unit would replace the skid system, providing inspections of sewer mains up to 1,000 linear feet. With all the new infrastructure, staff is required to inspect all the sewer lines as part of accepting the residential and industrial subdivisions.

The purchase would enhance the internal inspections and provide efficiency in the collection system operations. The cost of the new camera system is \$129,531.23.

This purchase request, NJTPA #022014-ENS complies with the San Luis Purchasing Code Section 36.09, Cooperative Purchasing.

Mayor Gerardo Sanchez added that this amount is a lot of money however in the long run this equipment will save the city money as this investment in this type of technology will help inspect the inside of the structures and not just the outside and it is a huge advantage.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve the purchase of the new camera system for sewer line inspection as presented in the amount of \$129,531.23. Motion passed unanimously.

6.C. Discussion and possible action on any and all matters regarding the purchase of a FLYGT sewer pump for the East Mesa Lift Station. (Manuel Rojas, Assistant Director of Public Works)

Mr. Manuel Rojas, Assistant Director of Public Works, mentioned that a new backup 85 horsepower FLYGT Pump for the East Mesa Lift Station is needed. Such purchase would enable maintenance and repair time for the existing pumps. It is standard practice to have a spare pump on larger lift stations as back up because it minimizes liability to the city. With the sewer diversion to the East, this lift station is taking all of the flow from the Juan Sanchez Lift Station. Staff recommends the purchase, a sole source purchase from James, Cooke and Hobson, Inc., an authorized provider of FLYGT Pumps. Under San Luis City Code-Purchasing Section 36.02 where there is only one provider then the purchase may be secured without obtaining sealed bids.

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to approve the purchase of a backup pump for the east mesa lift station in the amount of \$65,038.37 as presented. Motion passed unanimously.

6.D. Discussion and possible action on any and all matters regarding the approval of a new filtration system for the San Luis Municipal Pool. (Lizandro Galaviz, Director of Parks and Recreation)

Mr. Jesus Meza, Assistant Director of Parks & Recreation, explained that the San Luis Municipal Pool has been very successful for years and has provided our community with great activities and classes for all ages. For the municipal pool to continue being successful, staff is requesting a new filtration system to replace the current filtration system. The current filtration system has not been working very well, and staff experienced issues with it this summer causing the municipal pool to close for a week. The new filtration system will help prevent this type of closure and provide better maintenance and chemical distribution to the municipal pool.

For this Fiscal Year 2018-2019, City Council approved \$29,390.00 for a new filtration system. Under the San Luis City Code-Purchasing Section 36.01 (D) for purchases costing between \$15,000.00 and \$34,999.99, the Parks and Recreation Department has obtained three (3) written quotes for aquatic filtration systems. The lowest of the three (3) quotes is from Exceptional Water Systems, LLC for the amount of \$35,434.34. The lowest quote is over the \$29,390.00 approved Capital Projects Budget Fiscal Year 2018-2019 for a new filtration system. Therefore, staff is seeking approval of an increase of \$6,044.34 from Council so that staff will have sufficient funds to purchase the new filtration system from Exceptional Water Systems, LLC.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve the purchase of a new filtration system for the municipal pool in the amount of \$35,434.34. Motion passed unanimously.

6.E. Public Hearing followed by discussion and possible action on any and all matters regarding recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Mr. Martin Ortega Velez on behalf of Divisa, LLC located at 411 Cesar Chavez Street, San Luis, Arizona. (Sonia Cornelio, City Clerk)

A. Open public hearing

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

1. Staff and/or applicant presentation

Mrs. Sonia Cornelio, City Clerk, explained that this application was submitted by Mr. Martin Ortega and the application and notice were posted at the proposed premises as required by law for at least 20 days. She did not receive any comments or calls in favor of or against the application.

Mr. Martin Ortega, Divisa 411 Cesar Chavez Street, San Luis, AZ, stated that this application is to export liquor to Mexico. It is not for the public's sale but for businesses.

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 the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Divisa, LLC

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to recommend approval of liquor license application to the Arizona Department of Liquor Licenses and Control for Divisa, LLC as presented. Motion passed with four (4) aye votes and one (1) nay vote by Vice Mayor Maria Cecilia Ramos.

Mayor Gerardo Sanchez indicated it was 7:04 p.m. for Item 6F; Ms. Kay Macuil, City Attorney, stated that the hearing was published for 7:00 p.m. and since the special council meeting was scheduled for 6:30 p.m. and the hearing at 7 p.m., so therefore the city is in compliance.

6.F. Public hearing followed by discussion and possible action on any and all matters regarding a proposed financing lent through the Industrial Development Authority of the City of San Luis for a proposed \$35 million-dollar medical mall to be located near the southwest corner of County 24th and Avenue E in San Luis, Arizona. This is a public hearing required by federal law. (Glenn Gimbut, Assistant City Attorney)

A. Open Public Hearing

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

1. Staff presentation

Mr. Glenn Gimbut, City Attorney, said this is a public hearing required by federal law and what is being proposed for the City of San Luis is a medical mall to be financed in part through financing provided by the Industrial Development Authority (IDA) of San Luis. With this kind of financing the city by statute has no liability for this. The loan agreements have been reviewed by Mr. Bill Sims, Legal Counsel, as requested. Under federal law, for the Industrial Development Authority bond issue, they require a hearing before the local governing body since it is the elected body that created the IDA and which appoints the members of the board of directors of the IDA. This is so that the city may hear from the public prior to any decisions that are made. It will be done in a form of a resolution approving the project and it will be the IDA issuing the bond.

2. Call to the Public on this Item

Ms. Amanda Aguirre, President and CEO for Regional Center for Border Health, explained that this is a \$35 million-dollar investment that Regional Center for Border Health is proposing to the City of San Luis with the intent to build a medical mall offering medical services and enhance the medical services that they are already offering in the city. They have secured the money from USDA that was appropriated by the federal government. If the city supports the project, the anticipated construction date is scheduled for February 2019. Ms. Aguirre proceeded to explain the construction phase that will bring approximately 300 jobs and the facility will bring approximately 150 jobs.

Council Member Matias Rosales asked if any correspondence was received in favor of or against this project. Mrs. Sonia Cornelio, City Clerk, replied that her office did not receive any correspondence on this. Mr. Glenn Gimbut, Assistant City Attorney, responded that he did not receive any comments in favor of or against it.

Council Member Africa Luna-Carrasco asked if Mr. Gimbut is with his own firm or if he is representing the city. Mr. Gimbut responded that when he is acting as the issuer's counsel, it will be at private practice.

Council Member Africa Luna-Carrasco asked if Mr. Gimbut will be getting a fee for his services. Mr. Gimbut stated that he will be and will be paid through the bond's finances, it is in his contract that he can still operate at private practice.

Ms. Kay Macuil, City Attorney, explained that for the city, Mr. Bill Simms, Legal Counsel, reviewed the loan agreements and added some protection in the resolution emphasizing that nothing in the resolution will make void. There is a statute that gives protection to the city and Mr. Simms added a phrase in the resolution that states nothing the city council does will change the protection and in the bond documents the city was not mentioned at all and he added the indemnity part that the city will also be indemnified. Furthermore Ms. Macuil said that she made copies of the statute that indicate that the city is not liable for the loans and will provide a copy to the Mayor and City Council. Ms. Macuil read statute ARS 35-742 Municipality or County not liable... "The municipality or the county shall not in any event be liable for the payment of the principal of or interest on any bonds of the corporation, formed thereby or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the corporation, and none of the bonds of the corporation or any of its agreements or obligations shall be construed to constitute an indebtedness of the municipality or county within the meaning of any constitutional or statutory provision whatsoever." Ms. Macuil said that when they speak about the corporation they are referring to the industrial development authority and the city does have the Industrial Development Authority of San Luis which will be the bond issuer. And this statute is reference in paragraph 3 of the resolution.

Mr. Glenn Gimbut, Assistant City Attorney, mentioned that in addition to the statute, in the loan agreement it makes it very clear in a separate section that this is not a debt of the city or the IDA in any way, shape or form.

Mayor Gerardo Sanchez added that this was reviewed by Mr. Bill Simms, Legal Counsel, and the concerns addressed in executive session were taken care of and added to the documentation.

B. Close Public Hearing

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

6.G. Discussion and possible action on any and all matters regarding Resolution No. 2060. A resolution of the City Council of the City of San Luis, Arizona, approving the issuance of a tax-exempt healthcare revenue loan or loans by the Industrial Development Authority (IDA) of the City of San Luis, Arizona, the proceeds of which are to be lent to the Regional Center for Border Health, Inc. in an aggregate principal amount not to exceed \$35,000,000 (the “financing”). (Glenn Gimbut, Assistant City Attorney)

MOTION: Council Member Africa Luna-Carrasco/Vice Mayor Maria Cecilia Ramos to adopt Resolution No. 2060. Mayor Gerardo Sanchez abstained from voting on this items because he works with a possible competitor and works in the medical field and to prevent any possible conflict of interest now or in the future. Motion passed with four (4) aye votes and one (1) abstention from Mayor Gerardo Sanchez.

6.H. Public hearing followed by discussion and possible action on any and all matters regarding Text Amendment Case No. 2018-0299 and Ordinance No. 386. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, Chapter 152 Zoning Regulations by amending and adding regulations to Section 152.121 Light Industrial (L-I) Zoning District; repealing any conflicting provisions, and providing for severability. (Jose A. Guzman, Director of Planning and Zoning)

A. Open public hearing

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Maria Cecilia Ramos to open the public hearing. Motion passed unanimously.

1. Staff presentation

Mr. Jose Guzman, Director of Planning & Zoning, explained that this text amendment is to provide for a mix of light manufacturing uses, offices, and limited open land uses in an attractive business park setting with proper screening and landscaping; all compatible with adjoining uses. It is intended that this district allow for employment bases through the establishment of high quality, planned industrial centers for corporate offices and indoor manufacturing uses.

Staff has received several requests for uses that seem appropriate and meet the purpose for this zoning district but are not listed as permitted uses or are too restrictive. The intent of this amendment is to make positive changes to the Light Industrial Zoning District and make it more compatible with the needs of our community based on the existing uses and requests received.

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 Reading of Ordinance No. 386 by title only (City Clerk to read Ordinance by title only)

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adopt Ordinance No. 386 by title only. Motion passed unanimously.

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 386 by title only.

D. Action on Ordinance No. 386

MOTION: Council Member Matias Rosales/Vice Mayor Maria Cecilia Ramos to approve and adopt Ordinance No. 386. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Vice Mayor Maria Cecilia Ramos reported that herself and Council Member Africa Luna-Carrasco attended the press conference for the Miss San Luis Scholarship Pageant today and they got to meet the contestants and learned about their platforms.

8. CALL TO THE PUBLIC

There were no comments from the public.

9. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr. /Council Member Africa Luna-Carrasco to adjourn the Special Council meeting at approximately 7:24 p.m. Motion passed unanimously.

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
December 4, 2018
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Special City Council meeting to order at approximately 6:36 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

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Andrea Soto, Office Assistant
Angel Ramirez, Acting Fire Chief
Aracely De La Hoya, Senior Services Manager
Christine Velez, Management Analyst
Derek Dueñas, IT Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Acting PIO/Assistant to Council
Jenny Torres, Economic Development Manager
Jorge Mungaray, IT Technician
Jorge Perez, Billing & Collections Manager
Jose A. Guzman, Director of Planning & Zoning
Kay Marion Macuil, City Attorney
Lizandro Galaviz, Director of Parks & Recreation
Melissa Lopez, Deputy City Clerk
Monica Castro, Director of Finance
Nohemy Echavarria, Magistrate
Olivia Jenkins, Human Resources Manager
Ralph Velez, City Consultant
Richard Jessup, Acting Chief of Police
Ric Bauermann, Fire Department
Adelaida Buchanan, Resident

Azucena Torres, Resident
Guillermina Fuentes, Resident
Javier Nuño, Visitor
Liliana Arroyo, Campesinos Sin Fronteras
Maria Robles, Resident
Maricela Buchanan, Resident
Mario Buchanan Sr., Resident
Martin Porchas, Yuma County Supervisor
Nydia Sanchez, Resident
Rafael Torres, Resident
Rosi Valera, Resident

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION

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

A short recess was done at 6:40 p.m.; the meeting was resumed at 6:46 p.m.

4. OATH & SWEARING-IN CEREMONIES

Oath & Swearing-In Ceremonies were officiated by the Honorable Nohemy Echavarria from the San Luis Municipal Court. The ceremonies were performed as follows, re-elected Council Member Mario Buchanan Jr.; re-elected Council Member Africa Luna-Carrasco; newly elected Council Member Jose Ponce; and re-elected Mayor Gerardo Sanchez.

Mayor Gerardo Sanchez presented a recognition plaque to Council Member Ruben Walshe for his dedication and contribution to the City of San Luis.

Mr. Ruben Walshe stated that he is grateful and honored to have served the community for 4 years. He added that despite the differences with Council in certain subjects, it was managed to work together on issues of great importance to the community. He thanked his family and partner for their support. He also thanked the city's employees that do an incredible work and make San Luis a better place to live.

Council Member Mario Buchanan Jr. thanked God for all his blessings, he thanked his family and all volunteers that without their help the triumph was not possible. He thanked his wife for her support.

Council Member Africa Luna-Carrasco thanked Mr. Ruben Walshe for the 4 years of service to the community. She thanked all the volunteers and God for letting her serve the community. She mentioned that there are times that Council has to make decisions that are not popular in the community, but those decisions are always made by taking the community into account.

Council Member Jose Ponce thanked Mr. Walshe for his years of service dedicated to serve the community. He thanked his family and volunteers that worked hard during the campaign. He stated that he will work in conjunction with Mayor Gerardo Sanchez and members of the city Council.

Mayor Gerardo Sanchez thanked Juan Carlos Escamilla for giving him the opportunity to be Mayor when he decided to run as State Representative. He also thanked his wife and parents for their support. He also thanked the volunteers and all those that helped them achieve their goal, especially Mrs. Guillerミア Fuentes. He mentioned that there has been changes in the community, and there are people that do not accept the changes. He stated that San Luis is no longer a small town, the city has grown and within, there are more responsibilities. Furthermore, he added that this is the future of our children, San Luis is a young community for this reason there are many needs. He mentioned that the city has been investing in infrastructure, public safety and parks. He added that San Luis has been working with other communities to make the difference in the region. Lastly, he thanked Mr. Walshe for his 4 years of service to the community. Mayor Gerardo Sanchez thanked Mr. Manuel Arvizu, Ms. Rebeca Urtado, Mr. Ralph Velez, Mr. Carlos Dominguez, Mr. Leroy Pulley and Mr. Martin Porchas for their support and for being present during this meeting.

5. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres to adjourn the Special Council meeting at approximately 7:23 p.m. Motion passed unanimously.

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
December 12, 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 Jose Ponce
Council Member Matias Rosales

ABSENT: Council Member Africa Luna-Carrasco
Council Member Gloria Torres

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Jose Luis Cisneros, Acting City Clerk
Aracely De La Hoya, Senior Center Manager
Axel Chayra, I.T. Technician
Carlos Cortes, Assistant Director of Finance
Derek Dueñas, I.T. Manager
Edgar Carbajal, Human Resources Recruitment Coordinator
Eulogio Vera, Director of Public Works
Fausto Gonzalez, Human Resources Training & Programs Coordinator
Francia Alonso, Acting PIO/Assistant to Council
Jenny Torres, Economic Development Manager
Jesus Meza, Assistant Director of Parks & Recreation
Jorge Perez, Billing & Collections Manager
Jose Guzman, Director of Planning & Zoning
Kay Marion Macuil, City Attorney
Lizandro Galaviz, Director of Parks & Recreation
Richard Jessup, Acting Chief of Police
Ric Bauermann, Fire Department
Anniey Romo, Youth Council
Ayleen Lopez, Youth Council
Cesar Neyoy, Reporter
Gibran Murrieta, Youth Council
Julian Zaragoza, Resident
Lucy Lopez, Reporter
Maria Robles, Resident
Vanessa Aguiar, Youth Council

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. PRESENTATION

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

Ms. Francia Alonso, Acting Public Information Officer/Assistant to Council, introduced the 2018-2019 San Luis Youth Council and advisors. The League of Arizona Cities and Towns announced the City of San Luis as the pilot program for the center of the future Arizona Democracy Program which is a civic health initiative and partners with ASU Public Service Academy.

Mayor Gerardo Sanchez congratulated the San Luis Youth Council for their task on hand and added that they will be experiencing first knowledge of how government works. It is a one (1) year program and looks forward for their projects for the City of San Luis.

Vice Mayor Maria Cecilia Ramos congratulated the San Luis Youth Council and thanked staff for leading this pilot program and added that she too looks forward for the San Luis Youth Council's projects for the City of San Luis.

5. CONSENT AGENDA

5. A. Minutes of

- Regular Council meeting 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)

MOTION: Council Member Matias Rosales/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 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)

Mr. Eulogio Vera, Director of Public Works, explained that this item is for the purchase of a solid waste truck; this purchase was discussed at the budget retreat. Public Works is using a Houston-Galveston Area Council (HGAC) contract for the purchase of a Peterbilt Chassis and Scorpion Body. Mr. Vera mentioned that approximately one month ago, they were in Phoenix and there was a chassis that was complete but was missing the body and a quote was requested and received the proposal with the extras. Staff believes it is a good purchase and requested approval by the Mayor and City Council for the purchase. He added that an email was received and all the options were published.

Ms. Kay Macuil, City Attorney, stated that the City of San Luis did not piggy back on the contract completely because the city had different options that were not on the base contract from HGAC and although there are some extras, the city still is under the base price therefore it is not a waste of the government's money, it would be more of a waste to bid on it. It is not a total piggy back so a waiver of formal procedures has to be asked for so that staff can get a better deal.

Council Member Jose Ponce asked if this unit is a replacement or if it is a new unit to be added to the fleet. Mr. Vera responded that it is a replacement for an older unit.

MOTION: Council Member Matias Rosales/Council Member Jose Ponce 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. Motion passed unanimously.

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 §36.01(H). (Olivia Jenkins, Human Resources Manager)

Mr. Edgar Carbajal, Human Resources Recruitment Coordinator, explained Human Resources requested a proposal and scope of work from CPS HR Consulting to provide assistance in researching new positions, classifications, 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. 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 §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 Consulting will allow Human Resources to start work with departments prior to the start of Fiscal Year 19-20 budget work session.

Mayor Gerardo Sanchez asked if this is the same group that performed the salary base study. Mr. Carbajal responded it is the same group.

MOTION: Council Member Mario Buchanan Jr./Council Member Jose Ponce to approve the contract and expenses with CPS HR not to exceed \$10,000.00 as presented. Motion passed unanimously.

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)

Mr. Edgar Carbajal, Human Resources Recruitment Coordinator, stated that 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 with this project.

Attorney Justin Pierce has submitted a proposal to perform a review and revision of the city's personnel policies at 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, therefore 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.

Human Resources is seeking approval of expenses to be incurred not to exceed the amount of \$10,000.00 for professional services as permitted under the San Luis City Code §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.

Council Member Matias Rosales mentioned that he is glad staff is doing this since it has not been updated since 2008 and hopes that one of the policies will be that staff does not wait that many years to review policies.

Mayor Gerardo Sanchez agreed with Council Member Matias Rosales.

MOTION: Council Member Jose Ponce/Council Member Mario Buchanan Jr. 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. Motion passed unanimously.

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)

Mr. Edgar Juarez, Recreation Coordinator, said that on behalf of Mr. Lizandro Galaviz, Director of Parks & Recreation, he is requesting permission and authorization to go out to bid for the insulation of the linear panels for the interior walls of the gym. The gym currently has metal sheets up to eight (8) feet tall and the rest of the gym is a thin layer of plastic holding the insulation. Staff would like to cover the walls with corrugated sheet metals to make the gym more presentable and prevent from having the walls fixed every month. This is a capital improvement project approved for Fiscal Year 2018-2019.

Council Member Matias Rosales asked if the bids will include the replacement of any insulation. Mr. Juarez replied that he did not think any insulation is needed as there is daily activities in the gym such as basketballs hitting the walls and the insulation that is uncovered falls down to the ground and is placed back by the facilities division which is done on a monthly basis.

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Jose Ponce to approve invitation for sealed bids for the installation of linear panels for the interior of the San Luis Gym. Motion passed unanimously.

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez thanked Parks & Recreation for organizing the Christmas tree lighting, adding it was an excellent event and every year more members of the community are present and hopefully next year the city can have a light parade and the Christmas tree lighting at the same time.

Vice Mayor Maria Cecilia Ramos agreed with Mayor Gerardo Sanchez on the Christmas tree lighting event and added that wonderful memories are made when seeing the smiling faces of the children and adults.

Mayor Gerardo Sanchez reminded Council Members and staff that next Friday, December 14, 2018 the employees' banquet will take place and would like to see all the employees present.

Mr. Tadeo De La Hoya, City Manager, acknowledged Council Member Jose Ponce's birthday today.

Vice Mayor Maria Cecilia Ramos reported that she called in for the Rural Transportation Advocacy Council and on November 29, 2018 ADOT announced that the fee will be \$32.00 per vehicle to fund the Department of Public Safety Highway Border Patrol, they want to fund 110%, some of the vehicles that will be exempt will be those vehicles that have a 2 or 5 year registration that will not pay a fee to the owner renewal, vehicles owned by the government and non-profit organizations, in addition to golf carts, off-highway vehicles are eligible to a reduce \$5.00 highway safety fee effective December 1, 2018 and new registered vehicles will be January 1, 2019 for renewals, this will help with HURF rates intended for public safety.

Mayor Gerardo Sanchez commented that hopefully the City of San Luis will see some of those funds as it tends to stay in Maricopa County. He knows that the Department of Public Safety (DPS) began a trooper program that is costing them a lot of money and is part of public safety; they are looking for funding for that other agency. He has nothing against it, but when there are new fees and everyone pays for it he expects everyone to benefit from it.

Council Member Jose Ponce thanked everyone who participated at last Saturday's event.

Mayor Gerardo Sanchez added that he received many positive comments regarding the entertainment band Los Ramones during the Founders' Day event.

8. CALL TO THE PUBLIC

Mr. German Murrieta, Representative of the Governor's Youth Commission, explained that the commission is divided into subcommittees such as education, distracted driving, teen dating violence and substance abuse. Tonight he is representing the distracted driving committee and want to discuss any possible action on distracting driving awareness events. Throughout the past months they have been working on an event with high school students involving a mock crash with the assistance of the San Luis Fire and Police Departments including an accident and funeral to teach the youth about the issues with distracting driving to include the use of cell phone, eating while driving and the many other forms of distracting driving.

Mayor Gerardo Sanchez informed Mr. Murrieta to meet with Ms. Francia Alonso, Acting Public Information Officer/Assistant to the City Council, to discuss this topic further.

Before proceeding with the Executive Session, Mayor Gerardo Sanchez asked Mr. Richard Jessup, Acting Chief of Police, to come forward.

Ms. Kay Macuil, City Attorney, stated that for executive session the Chief was to receive a 24-hour notice, however he received it just before the Council meeting and asked Mr. Jessup if he had an opportunity to read the letter handed to him at 7:03 p.m. Mr. Jessup responded he did and acknowledged that he had been served the notice and that there will be discussion tonight and also waived the right to have the discussion done in public and would like the Mayor and City Council to handle this matter in executive session. Ms. Macuil asked Mr. Jessup if he waived his 24-hour notice to what Mr. Jessup replied yes he did.

9. EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(1), (A)(3) and (A)(4)

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)

MOTION: Council Member Mario Buchanan Jr./Vice Mayor Maria Cecilia Ramos to go into executive session at approximately 7:38 p.m. Motion passed unanimously.

10. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Vice Mayor Maria Cecilia Ramos/Council Member Mario Buchanan Jr. to go back into regular session at approximately 8:16 p.m. Motion passed unanimously.

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)

Mr. Tadeo De La Hoya, City Manager, mentioned that as indicated on the City Code §32.02 he would like to recommend the appointment of Mr. Richard Jessup as the Chief of Police with a yearly salary of \$102,500.00 effective September 12, 2018 for a term of two (2) years with vacation accruals of four (4) weeks each year and a severance package, if terminated for no reason of three (3) months' worth of his pay with the contract as presented.

MOTION: Council Member Matias Rosales/Vice Mayor Maria Cecilia Ramos to approve the contract. Motion passed unanimously.

12. ADJOURNMENT

MOTION: Council Member Matias Rosales/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 8:17 p.m. Motion passed unanimously.

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
December 19, 2018
6:30 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Work Session to order at approximately 6:03 p.m.

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

OTHERS PRESENT: Tadeo A. De La Hoya, City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Acting Fire Chief
Carlos Cortes, Assistant Director of Finance
Derek Dueñas, IT Manager
Eulogio Vera, Director of Public Works
Francia Alonso, Acting PIO/Assistant to Council
Jenny Torres, Economic Development Manager
Jeremy Humphrey, Fire Department
Jesus Meza, Assistant Parks & Recreation Director
Jonathan Dumadag, IT Technician
Jorge Perez, Billing & Collections Manager
Lizandro Galaviz, Director of Parks & Recreation
Manuel Rojas, Assistant Director of Public Works
Miguel Ramirez, Accountant
Ralph Velez, City Consultant
Richard Jessup, Chief of Police
Ric Bauermann, Fire Department

2. ITEM FOR DISCUSSION ONLY

2. A. Discussion and possible directions to staff regarding Development Fee Study under A.R.S. §9-463.05. (Ben Griffin, Senior Fiscal Economic Analyst, Consultant from TischlerBise)

Mr. Ben Griffin, Senior Fiscal Economic Analyst, Consultant from TischlerBise, made a power point presentation which contained the following slides, Overview, Arizona Legislation, Overview of Adoption Process, Why Development Fees?, Eligible Costs, Conceptual Impact Fee Calculation, Fee Methodologies, Fee Methodology Considerations, Evaluate Need for Credits, Land Use Assumptions, Fire, Proposed Fire Fees, General Government, Proposed General Government Fees, Parks, Proposed Park Fees, Police, Proposed Police Fees, Street, Proposed Street Fees, Water, Proposed Water Fees, Wastewater, Proposed Wastewater Fees, Fee Summary, and Fee Comparison. A copy of this presentation is filed in the City Clerk's office with the complete agenda packet.

Council Member Matias Rosales asked how long does the city need to wait to start spending those fees.

Mr. Griffin replied that once the fees are collected then the city has 10 year to spend them except on water and sewer the city has 15 years. The fees are to be updated every 5 years.

Mayor Gerardo Sanchez stated that the information provided is in conformance with the current state regulations.

Council Member Matias Rosales mentioned that if it was to be approved the way it is presented, the fees will be lower than Somerton. He stated that Council needs to see which methodology and section the city would like to use.

Mayor Gerardo Sanchez added he would like to see impact fees reflected in parks, police and fire. He stated that staff and Council need to work together to be a better community and be very careful as to how the numbers get modify as it can only be once every 5 years.

Council Member Matias Rosales asked what would be the next step after this meeting.

Mr. Griffin replied that within the next week, he will meet with staff and get comments and start making adjustments as needed.

He mentioned it has been realized that in the Fire Department has is a deficient level of service and that a fire station is needed on the east side of the city. It will be a policy decision to find the capital needed and how to define operation and maintenance.

Mayor Gerardo Sanchez thanked Mr. Griffin for the great presentation.

Council Member Jose Ponce stated that it will be Council and staff's responsibility to educate the community and explain why services will be increased.

Mayor Gerardo Sanchez commented that this was discussed 5 years ago and fees have not been increased but other cities have increased their fees. He mentioned that San Luis is a fast growing community and for this reason more parks, police, fire and other services are needed as the city grows. He stated that currently residents are paying for the growth and added that it is fair for people that want to build, then they also have to pay their fees. Furthermore, he added that it is time for Council and staff to start thinking what needs to be done. He mentioned that the city cannot stop providing services to the community and should emphasize in bringing jobs to the community and generate more sales tax.

Ms. Kay Marion Macuil, City Attorney, informed that staff has been working with the consultant for the last several months. She stated that the direction of the Director of Finance is also being taken into consideration, the rates have been conservative as the funds need to be expended for this reason the rates are lower.

Mayor Gerardo Sanchez directed staff to continue to review the reports and make sure that staff know how this will be done and proposed them to Council.

3. ADJOURNMENT

MOTION: Council Member Jose Ponce/Council Member Africa Luna-Carrasco to adjourn the Work Session at approximately 6:45 p.m. Motion passed unanimously.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5.B.

Meeting Date: 01/09/2019

Summary

DISBURSEMENTS FROM DECEMBER 1, 2018 THROUGH DECEMBER 31, 2018.

Total Disbursements \$1,277,145.53

(One Million, Two Hundred Seventy-Seven Thousand, One Hundred Forty-Five Dollars and Fifty-Three Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING JANUARY 9, 2019
Disbursement Reports from 12/1/2018 to 12/31/2018

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	12/5/2018	\$ 92,280.86	Schedule A
Accounts Payable Check Account	12/6/2018	\$ 76,279.33	Schedule B
Payroll Check Account	12/12/2018	\$ 286,725.87	Schedule C
Accounts Payable Check Account	12/13/2018	\$ 116,264.51	Schedule D
Accounts Payable Check Account	12/20/2018	\$ 69,335.40	Schedule E
Payroll Check Account	12/26/2018	\$ 296,918.00	Schedule F
Accounts Payable Check Account	12/27/2018	\$ 339,341.56	Schedule G

Total Disbursements: \$ 1,277,145.53

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

Prepared by Angelica V. Castro: Angelica V. Castro

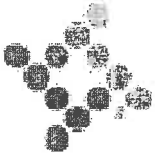
Verified by Director of Finance: [Signature]

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED
 2019 JAN -3 P 1:07
 CITY OF SAN LUIS
 OFFICE OF THE CITY CLERK



Schedule A Pay Day Register

Pay Date Range 12/06/18 - 12/06/18
Pay Batch 201840

Pay Batch 201840 Total
Employees in Pay Batch 242
Female Employees in Pay Batch 60

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
801 - COLA ADJUSTMENT	.0000	117,700.00	Gross	117,700.00	AZ STATE RETIREMENT	9,195.60
Total	0.0000	\$117,700.00	Imputed Income		LONG TERM DISABILITY	126.40
			FEDERAL TAX WITHHOLDING	1,118.51	PSPRS FIRE DB NORM - TIER 1	2,118.00
			SOCIAL SECURITY TAX	7,297.46	PSPRS FIRE DB NORM - TIER 3	248.50
			MEDICARE	1,706.74	PSPRS FIRE DB UNFUND - TIER	702.00
			STATE WITHHOLDING	2,679.58	PSPRS FIRE DB UNFUND - TIER	140.40
			AZ STATE RETIREMENT	9,195.60	PSPRS FIRE DCRP - TIER 3	45.00
			LONG TERM DISABILITY	126.40	PSPRS FIRE DISABILITY - TIER	7.55
			PSPRS FIRE DB RATE - TIER 1a	765.00	PSPRS POLICE DB NORM - TIER	1,671.60
			PSPRS FIRE DB RATE - TIER 1b	582.50	PSPRS POLICE DB NORM - TIER	119.40
			PSPRS FIRE DB RATE - TIER 3	248.50	PSPRS POLICE DB NORM - TIER	198.80
			PSPRS FIRE DC RATE - TIER 3	45.00	PSPRS POLICE DB UNFUND -	1,926.40
			PSPRS FIRE DISABILITY RATE	7.55	PSPRS POLICE DB UNFUND -	137.60
			PSPRS POLICE DB RATE - TIER	573.75	PSPRS POLICE DB UNFUND -	275.20
			PSPRS POLICE DB RATE - TIER 2	757.25	Total	\$16,912.45
			PSPRS POLICE DB RATE - TIER 3	116.50	Workers' Comp	
			PSPRS POLICE DB RATE - TIER 3	198.80	CLERICAL OFFICE/ LIBRARY/	1.20
			Net	\$92,280.86	RECREATION- ALL EMPLOYEES/	2.74
					Total	\$3.94
					Direct Deposits	Amount
					Check	\$92,280.86

01036
6/15/18 11:30 C

Prepared by:
Deborah Luna
Deborah Luna
Date:

Deborah Luna

City of San Luis

Payment Register

From Payment Date: 12/3/2018 - To Payment Date: 12/6/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87440	12/06/2018	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$14,017.57		
87441	12/06/2018	Open			Accounts Payable	SANTANA, MARCO	\$299.00		
87442	12/06/2018	Open			Accounts Payable	SKILL PATH SEMINARS	\$849.00		
87443	12/06/2018	Open			Accounts Payable	SMART MANAGEMENT	\$400.00		
87444	12/06/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	\$540.00		
87445	12/06/2018	Open			Accounts Payable	TAYLOR, JANET	\$91.00		
87446	12/06/2018	Open			Accounts Payable	THE PIN CENTER	\$701.00		
87447	12/06/2018	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$998.59		
87448	12/06/2018	Open			Accounts Payable	TISCHLERBISE, INC.	\$5,910.00		
87449	12/06/2018	Open			Accounts Payable	TORRES, ALEJANDRA , S	\$325.80		
87450	12/06/2018	Open			Accounts Payable	TORRES, CRISTIAN	\$270.00		
87451	12/06/2018	Open			Accounts Payable	VIZCARRA ACUNA, ALMA, DELFINA	\$100.00		
87452	12/06/2018	Open			Accounts Payable	VR WHOLESALE, INC	\$187.00		
87453	12/06/2018	Open			Accounts Payable	YEOMANS, YURINIA	\$800.00		
87454	12/06/2018	Open			Accounts Payable	YUMA COUNTY ATTORNEYS OFFICE	\$103.00		
87455	12/06/2018	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$48.00		
87456	12/06/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$71.99		
87457	12/06/2018	Open			Accounts Payable	YUMA SUN INC	\$3,495.00		
87458	12/06/2018	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$171.39		
							57 Transactions	\$76,279.33	

Prepared By:
Maggie Dominguez
Date: 12/6/18

Type Check Totals:

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$76,279.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	57	\$76,279.33	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$76,279.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	57	\$76,279.33	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$76,279.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	57	\$76,279.33	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	57	\$76,279.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	57	\$76,279.33	\$0.00

Payment Register

From Payment Date: 12/3/2018 - To Payment Date: 12/6/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
87402	12/04/2018	Open			Accounts Payable	ALLUVIAL MEDIA LLC	\$1,872.50		
87403	12/04/2018	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	\$250.00		
87404	12/06/2018	Open			Accounts Payable	24 KARAT JEWELERS	\$133.83		
87405	12/06/2018	Open			Accounts Payable	ALBERT HOLLER & ASSOCIATES	\$2,000.00		
87406	12/06/2018	Open			Accounts Payable	ALSCO, INC	\$336.61		
87407	12/06/2018	Open			Accounts Payable	ALVAREZ, MIGUEL	\$299.00		
87408	12/06/2018	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$184.28		
87409	12/06/2018	Open			Accounts Payable	AZ STATE FIRE TRAINING COMMITTEE	\$100.00		
87410	12/06/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$62.30		
87411	12/06/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$227.50		
87412	12/06/2018	Open			Accounts Payable	CITY OF YUMA	\$793.00		
87413	12/06/2018	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$20.00		
87414	12/06/2018	Open			Accounts Payable	FACTOR SALES, INC.	\$2,099.43		
87415	12/06/2018	Open			Accounts Payable	FILTRONICA, INC.	\$2,875.00		
87416	12/06/2018	Open			Accounts Payable	GUERRA, RUTH	\$108.00		
87417	12/06/2018	Open			Accounts Payable	GUST ROSENFELD P.L.C.	\$1,259.21		
87418	12/06/2018	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$3,469.77		
87419	12/06/2018	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF	\$235.00		
87420	12/06/2018	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$992.00		
87421	12/06/2018	Open			Accounts Payable	JCG TECHNOLOGIES INC.	\$534.36		
87422	12/06/2018	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$145.01		
87423	12/06/2018	Open			Accounts Payable	LA PEQUENA	\$528.00		
87424	12/06/2018	Open			Accounts Payable	LAGUNA, JOSE, LUZ	\$329.00		
87425	12/06/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$3,489.11		
87426	12/06/2018	Open			Accounts Payable	LOPEZ-CAMARGO, FABIOLA	\$3,600.00		
87427	12/06/2018	Open			Accounts Payable	LOPEZ, ENRIQUE	\$59.00		
87428	12/06/2018	Open			Accounts Payable	MACHADO MADRID, FRANCISCO , ROGELIO	\$7,000.00		
87429	12/06/2018	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$1,275.00		
87430	12/06/2018	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$2,605.17		
87431	12/06/2018	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$758.28		
87432	12/06/2018	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$2,881.85		
87433	12/06/2018	Open			Accounts Payable	MOTION INDUSTRIES, INC.	\$378.21		
87434	12/06/2018	Open			Accounts Payable	NEWMAN TRAFFIC SIGNS	\$2,601.96		
87435	12/06/2018	Open			Accounts Payable	PACHECO, ROMAN	\$91.00		
87436	12/06/2018	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
87437	12/06/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$1,499.11		
87438	12/06/2018	Open			Accounts Payable	RAMON MOSQUEDA	\$249.18		
87439	12/06/2018	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$1,243.24		



Schedule C Pay Day Register

Pay Date Range 11/24/18 - 12/07/18

Pay Batch 201825

STANDARD LIFE ADDTNL	805.23	
TRANSWESTERN MEXICAN	96.26	
U.S. MEX DENTAL - EE &	571.32	
U.S. MEX DENTAL - EE &	84.64	
UNITED WAY	14.00	
US & MEX DENTAL= FAMILY	581.24	
US & MEX HEALTH = C	6,141.80	
US & MEX HEALTH = FAMILY	4,583.00	
US & MEX HEALTH = SP	1,348.20	
VSP - VISION FAMILY	596.55	
Net	<u>\$286,725.87</u>	✓

BUS COMPANY AND DRIVERS	140.59	2,546.95
CLERICAL OFFICE/ LIBRARY/	218.19	90,908.22
Electrician	58.53	1,864.00
FIREFIGHTERS	178.70	5,076.62
FIREFIGHTERS & DRIVERS	2,354.30	66,883.25
GARBAGE/ ASH/ REFUSE	350.71	5,611.34
MUNICIPAL/ TOWN/	90.72	5,184.00
PARKS- NOC ALL EMPLOYEES	541.05	17,453.02
POLICE OFFICERS	3,976.48	90,787.33
RECREATION- ALL EMPLOYEES/	227.71	16,621.86
SEWAGE DISPOSAL/ PLANT	668.50	19,433.11
Street or Road Construction	1,643.05	20,461.09
WATERWORKS OPERATIONS	605.23	17,442.39
Total		<u>\$12,177.01</u>

Direct Deposits	Amount
1st Bank Yuma	23,941.68
ACADEMY BANK	2,775.68
Bank of America	200.00
BBVA COMPASS	863.36
Charles Sch	200.00
Chase Bank	126,437.84
CHASE BANK CA	2,213.83
CHASE BANK MORGAN	1,620.20
chase centro	943.64
Federal Credit Union	35,860.72
FF CREDIT UNION	300.00
GREEN DOT BANK	1,190.55
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	8,032.84
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,018.71
Sunbank	2,145.77
USAA FEDERAL SAVING	1,235.58
WASHINGTON FEDERAL	1,370.67
Wells Fargo	54,255.17
Total	<u>265,324.14</u>

Prepared by:
Debora Luna

Date:

Check \$21,401.73

Payment Register

From Payment Date: 12/10/2018 - To Payment Date: 12/13/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87569	12/13/2018	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$8.30		
87570	12/13/2018	Open			Accounts Payable	SAFETY-KLEEN CORPORATION	\$662.26		
87571	12/13/2018	Open			Accounts Payable	SIRCHIE FINGER PRINT LABORATORIES	\$389.15		
87572	12/13/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	\$1,650.00		
87573	12/13/2018	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$173.45		
87574	12/13/2018	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,631.55		
87575	12/13/2018	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$192.50		
87576	12/13/2018	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$3,769.10		
87577	12/13/2018	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$576.72		
87578	12/13/2018	Open			Accounts Payable	WBA INC	\$173.46		
87579	12/13/2018	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	\$662.00		
87580	12/13/2018	Open			Accounts Payable	YUMA COUNTY RECORDER	\$161.50		
87581	12/13/2018	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$280.35		
87582	12/13/2018	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$129.17		
87583	12/13/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$4,890.46		
87584	12/13/2018	Open			Accounts Payable	YUMA OFFICE EQUIPMENT	\$2,370.67		
87585	12/13/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$696.84		
Type Check Totals:									
1BPAYABLE - 1st BY Accounts Payable Totals								\$116,264.51	

Prepared By:
Maggie Dominguez
Date: Maggie D.
12/13/18.

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	119	\$111,178.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$5,086.16	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	121	\$116,264.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	119	\$111,178.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$5,086.16	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	121	\$116,264.51	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	119	\$111,178.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$5,086.16	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	121	\$116,264.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	119	\$111,178.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$5,086.16	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	121	\$116,264.51	\$0.00

Payment Register

From Payment Date: 12/10/2018 - To Payment Date: 12/13/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
87465	12/12/2018	Open			Accounts Payable	PONCE, JOSE	\$312.12		
87466	12/13/2018	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61		
87467	12/13/2018	Open			Accounts Payable	FOP/ALC	\$240.00		
87468	12/13/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
87469	12/13/2018	Open			Accounts Payable	PIONEER CREDIT RECOVERY, INC	\$147.29		
87470	12/13/2018	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$405.00		
87471	12/13/2018	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,178.49		
87472	12/13/2018	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
87473	12/13/2018	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$600.00		
87474	12/13/2018	Open			Accounts Payable	24 KARAT JEWELERS	\$1,871.10		
87475	12/13/2018	Open			Accounts Payable	ALZHEIMER'S ASSOCIATION	\$300.00		
87476	12/13/2018	Open			Accounts Payable	ANGUIANO, RAYMUNDO	\$150.00		
87477	12/13/2018	Open			Accounts Payable	BLX GROUP LLC, DEPT 34461	\$2,000.00		
87478	12/13/2018	Open			Accounts Payable	CAMPA, OMAR	\$96.00		
87479	12/13/2018	Open			Accounts Payable	FACTOR SALES, INC.	\$497.93		
87480	12/13/2018	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$4,481.90		
87481	12/13/2018	Open			Accounts Payable	FRANCO, MARTIN, A	\$296.00		
87482	12/13/2018	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	\$180.00		
87483	12/13/2018	Open			Accounts Payable	GARCIA, JESUS	\$460.00		
87484	12/13/2018	Open			Accounts Payable	GUTIERREZ, JUAN, F	\$1,400.00		
87485	12/13/2018	Voided		12/13/2018	Accounts Payable	HERRERA, RAMON	\$1,236.16		
87486	12/13/2018	Open			Accounts Payable	JAUREGUI, CESAR	\$149.34		
87487	12/13/2018	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$3,088.00		
87488	12/13/2018	Open			Accounts Payable	LOPEZ RIOS, JOSE , A	\$156.00		
87489	12/13/2018	Voided		12/13/2018	Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$3,850.00		
87490	12/13/2018	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$139.86		
87491	12/13/2018	Open			Accounts Payable	MEDINA, JOSE	\$160.00		
87492	12/13/2018	Open			Accounts Payable	PANCHITA'S RESTAURANT	\$207.01		
87493	12/13/2018	Open			Accounts Payable	PATIO SUSHI & MORE	\$4,875.00		
87494	12/13/2018	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$484.37		
87495	12/13/2018	Open			Accounts Payable	QUINTERO, EFRAIN	\$86.72		
87496	12/13/2018	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$234.00		
87497	12/13/2018	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$160.00		
87498	12/13/2018	Open			Accounts Payable	SILVA, JUAN, MANUEL	\$200.00		
87499	12/13/2018	Open			Accounts Payable	TACOS EL CHIPILON, LLC	\$1,107.14		
87500	12/13/2018	Open			Accounts Payable	TORRES, GILBERTO	\$119.44		
87501	12/13/2018	Open			Accounts Payable	VALENZUELA, GABRIEL, A	\$128.00		
87502	12/13/2018	Open			Accounts Payable	VIZCARRA ACUNA, ALMA, DELFINA	\$120.00		
87503	12/13/2018	Open			Utility Management Refund	ANGULO, YANELI, I	\$116.31		

Payment Register

From Payment Date: 12/10/2018 - To Payment Date: 12/13/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87504	12/13/2018	Open			Utility Management Refund	ARMENTA, DANIELA	\$177.99		
87505	12/13/2018	Open			Utility Management Refund	BARNETT, MARIA & MARIA ACEVES	\$240.53		
87506	12/13/2018	Open			Utility Management Refund	BERNABE, TOMAS	\$40.85		
87507	12/13/2018	Open			Utility Management Refund	BRIONES, CESAR & IRMA LOPEZ	\$150.77		
87508	12/13/2018	Open			Utility Management Refund	CASTILLO, ARACELI J & MICHAEL I	\$80.98		
87509	12/13/2018	Open			Utility Management Refund	CASTILLO, ELIZABETH & ANACLETO HERNANDEZ	\$155.86		
87510	12/13/2018	Open			Utility Management Refund	COMITE DE BIENESTAR, INC	\$24.31		
87511	12/13/2018	Open			Utility Management Refund	COMITE DE BIENESTAR, INC	\$5.48		
87512	12/13/2018	Open			Utility Management Refund	COMITE DE BIENESTAR, INC	\$4.99		
87513	12/13/2018	Open			Utility Management Refund	COMITE DE BIENESTAR, INC	\$1.53		
87514	12/13/2018	Open			Utility Management Refund	CORNELIO, SONIA & JUAN CARLOS	\$61.72		
87515	12/13/2018	Open			Utility Management Refund	ESQUIVEL, CONCEPCION	\$188.82		
87516	12/13/2018	Open			Utility Management Refund	EVANS CUSTOM CONCRETE/MARK PATANE	\$1,377.39		
87517	12/13/2018	Open			Utility Management Refund	FELIX, HERIBERTO	\$72.80		
87518	12/13/2018	Open			Utility Management Refund	GARIBAY, LUIS, A	\$37.53		
87519	12/13/2018	Open			Utility Management Refund	GOMEZ, ALBA	\$18.32		
87520	12/13/2018	Open			Utility Management Refund	JAVIER & SUSANA CELAYA, DUARTE	\$19.77		
87521	12/13/2018	Open			Utility Management Refund	JIMENEZ, DORA & MANUEL	\$224.04		
87522	12/13/2018	Open			Utility Management Refund	LOPEZ, ZULLY & FRANCISCO CORDERO	\$238.31		
87523	12/13/2018	Open			Utility Management Refund	LOPEZ, FERNANDO & XOCHITL	\$206.69		
87524	12/13/2018	Open			Utility Management Refund	MIGUEL BARBA	\$142.68		
87525	12/13/2018	Open			Utility Management Refund	MOLINA, BRYAN & KAREN AGUAYO	\$153.30		
87526	12/13/2018	Open			Utility Management Refund	PEREZ, OSCAR	\$112.38		
87527	12/13/2018	Open			Utility Management Refund	QUINTERO, ANGELICA, M	\$23.15		
87528	12/13/2018	Open			Utility Management Refund	REYES, FRANCISCO	\$1.10		
87529	12/13/2018	Open			Utility Management Refund	RONDERO, MERCEDES & MEZA, MAYRA	\$57.80		

Payment Register

From Payment Date: 12/10/2018 - To Payment Date: 12/13/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87530	12/13/2018	Open			Utility Management Refund	SOTO, JESUS	\$110.33		
87531	12/13/2018	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$3,150.00		
87532	12/13/2018	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$700.00		
87533	12/13/2018	Open			Accounts Payable	AAED	\$546.00		
87534	12/13/2018	Open			Accounts Payable	AFLAC	\$4,310.16		
87535	12/13/2018	Open			Accounts Payable	ALSCO, INC	\$113.03		
87536	12/13/2018	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$450.00		
87537	12/13/2018	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$10,492.74		
87538	12/13/2018	Open			Accounts Payable	ARIZONA EMERGENCY PRODUCTS, INC.	\$932.91		
87539	12/13/2018	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,677.70		
87540	12/13/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$62.30		
87541	12/13/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$339.50		
87542	12/13/2018	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	\$42.63		
87543	12/13/2018	Open			Accounts Payable	CLEAR CHANNEL AIRPORTS	\$167.79		
87544	12/13/2018	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$105.00		
87545	12/13/2018	Open			Accounts Payable	EAP PREFERRED	\$1,795.50		
87546	12/13/2018	Open			Accounts Payable	FENCING BY S.K. L.L.C.	\$243.90		
87547	12/13/2018	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$815.00		
87548	12/13/2018	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$3,275.11		
87549	12/13/2018	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$654.28		
87550	12/13/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$3,811.54		
87551	12/13/2018	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$3,469.77		
87552	12/13/2018	Open			Accounts Payable	IPS GROUP INC	\$552.20		
87553	12/13/2018	Open			Accounts Payable	IRON MOUNTAIN INC	\$26.19		
87554	12/13/2018	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$425.73		
87555	12/13/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,433.73		
87556	12/13/2018	Open			Accounts Payable	LG ON SITE LLC	\$682.59		
87557	12/13/2018	Open			Accounts Payable	MALLORY SAFETY AND SUPPLY, LLC	\$78.00		
87558	12/13/2018	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$317.84		
87559	12/13/2018	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$60.00		
87560	12/13/2018	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	\$3,884.78		
87561	12/13/2018	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$1,865.00		
87562	12/13/2018	Open			Accounts Payable	MUSICIAN'S FRIEND, INC	\$6,291.98		
87563	12/13/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$119.50		
87564	12/13/2018	Open			Accounts Payable	POSITIVE PROMOTIONS	\$1,640.93		
87565	12/13/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$397.83		
87566	12/13/2018	Open			Accounts Payable	QUIÑONES TIRES LLC	\$15.00		
87567	12/13/2018	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,166.66		
87568	12/13/2018	Open			Accounts Payable	RAMON MOSQUEDA	\$297.00		

City of San Luis

Payment Register

From Payment Date: 12/17/2018 - To Payment Date: 12/20/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87626	12/20/2018	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$177.00		
87627	12/20/2018	Open			Accounts Payable	USA BLUE BOOK	\$238.46		
87628	12/20/2018	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	\$163.00		
87629	12/20/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$60.31		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$69,335.40	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$69,335.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$69,335.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$69,335.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$69,335.40	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$69,335.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$69,335.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	\$69,335.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	44	\$69,335.40	\$0.00

Prepared By:
Maggie Dominguez
Date: 12/20/18

all

Payment Register

From Payment Date: 12/17/2018 - To Payment Date: 12/20/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
87586	12/20/2018	Open			Accounts Payable	GOMEZ, BENJAMIN, J	\$90.00		
87587	12/20/2018	Open			Accounts Payable	JANKOWSKI, ROBERT	\$500.00		
87588	12/20/2018	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$200.00		
87589	12/20/2018	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$19.98		
87590	12/20/2018	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$6,760.00		
87591	12/20/2018	Open			Accounts Payable	RALPH VELEZ CONSULTING SERVICES	\$644.28		
87592	12/20/2018	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$9.00		
87593	12/20/2018	Open			Accounts Payable	MANNA YOLIA ELECTRIC LLC	\$808.83		
87594	12/20/2018	Open			Accounts Payable	PAWS AND TAILS FEED AND GRAIN LLC	\$556.97		
87595	12/20/2018	Open			Accounts Payable	24-7 GET FIT SL, LLC	\$679.66		
87596	12/20/2018	Open			Accounts Payable	ALSCO, INC	\$2,167.80		
87597	12/20/2018	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$1,275.00		
87598	12/20/2018	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$10,492.74		
87599	12/20/2018	Open			Accounts Payable	ARIZONA BRAKE & CLUTCH SUPPLY	\$62.97		
87600	12/20/2018	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$900.00		
87601	12/20/2018	Open			Accounts Payable	ARIZONA REFUSE SALES, LLC	\$9,136.22		
87602	12/20/2018	Open			Accounts Payable	AUTOZONE STORES, INC	\$3,228.13		
87603	12/20/2018	Open			Accounts Payable	BILL ALEXANDER FORD	\$88.08		
87604	12/20/2018	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$255.45		
87605	12/20/2018	Open			Accounts Payable	CAMPESINOS SIN FRONTERAS	\$500.00		
87606	12/20/2018	Open			Accounts Payable	CANYON TELECOM INC.	\$80.00		
87607	12/20/2018	Open			Accounts Payable	CDWG	\$9,178.10		
87608	12/20/2018	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$820.96		
87609	12/20/2018	Open			Accounts Payable	DESERT WATER	\$364.42		
87610	12/20/2018	Open			Accounts Payable	ED WHITEHEAD'S TIRE	\$1,470.02		
87611	12/20/2018	Open			Accounts Payable	FISHER CHEVROLET - PARTS	\$285.32		
87612	12/20/2018	Open			Accounts Payable	FISHER CHRYSLER	\$177.80		
87613	12/20/2018	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$525.00		
87614	12/20/2018	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$456.03		
87615	12/20/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$95.04		
87616	12/20/2018	Open			Accounts Payable	MGM INTERNET SOLUTIONS, INC	\$45.00		
87617	12/20/2018	Open			Accounts Payable	NET TRANSCRIPTS INC.	\$151.75		
87618	12/20/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$2,506.30		
87619	12/20/2018	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$1,213.00		
87620	12/20/2018	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$975.00		
87621	12/20/2018	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$4,020.22		
87622	12/20/2018	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$5,617.56		
87623	12/20/2018	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	\$275.00		
87624	12/20/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	\$540.00		
87625	12/20/2018	Open			Accounts Payable	TRAINING CONNECTION LLC	\$1,525.00		



Schedule F

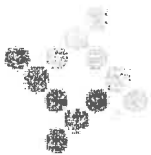
Pay Day Register

Pay Date Range 12/08/18 - 12/21/18

Pay Batch 201826

			Workers' Comp	Gross Base
PSPRS POLICE DB RATE - TIER	3,195.25	27,426.95		
PSPRS POLICE DB RATE - TIER 2	508.82	4,367.52	ANIMAL CONTROL OFFICERS	72.29 3,213.15
PSPRS POLICE DB RATE - TIER 3	769.12	7,737.62	ATTORNEY- ALL & CLERICAL-	68.06 30,934.23
STANDARD LIFE ADDTNL	811.88	.00	AUTO SERVICE/ REPAIR	106.16 3,805.16
TRANSWESTERN MEXICAN	96.26	.00	BUILDING- NOC OPER BY	925.47 25,566.07
U.S. MEX DENTAL - EE &	571.32	.00	BUS COMPANY AND DRIVERS	152.05 2,754.36
U.S. MEX DENTAL - EE &	84.64	.00	CLERICAL OFFICE/ LIBRARY/	228.89 95,380.17
UNITED WAY	14.00	.00	Electrician	60.10 1,914.00
US & MEX DENTAL= FAMILY	581.24	.00	FIREFIGHTERS	213.57 6,067.37
US & MEX HEALTH = C	6,141.80	.00	FIREFIGHTERS & DRIVERS	2,936.36 83,420.01
US & MEX HEALTH = FAMILY	4,583.00	.00	GARBAGE/ ASH/ REFUSE	348.43 5,574.80
US & MEX HEALTH = SP	1,348.20	.00	MUNICIPAL/ TOWN/	92.05 5,260.06
VSP - VISION FAMILY	596.55	.00	PARKS- NOC ALL EMPLOYEES	540.77 17,443.67
Net	<u>\$296,918.00</u> ✓		POLICE OFFICERS	3,643.68 83,188.58
			RECREATION- ALL EMPLOYEES/	256.37 18,713.14
			SEWAGE DISPOSAL/ PLANT	661.68 19,235.11
			Street or Road Construction	1,589.88 19,798.95
			WATERWORKS OPERATIONS	600.39 17,302.36
			Total	<u>\$12,496.20</u>

Direct Deposits	Amount
1st Bank Yuma	24,616.91
ACADEMY BANK	2,896.80
Bank of America	200.00
BBVA COMPASS	845.50
Charles Sch	200.00
Chase Bank	130,652.71
CHASE BANK CA	2,845.65
CHASE BANK MORGAN	1,784.93
chase centro	943.64
Federal Credit Union	35,133.30
FF CREDIT UNION	300.00
GREEN DOT BANK	1,072.62
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	8,653.69
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,012.67
Sunbank	1,676.77
USAA FEDERAL SAVING	1,042.92
WASHINGTON FEDERAL	1,295.74
Wells Fargo	57,415.64
Total	<u>\$273,309.49</u>



Pay Day Register

Pay Date Range 12/08/18 - 12/21/18
Pay Batch 201826

Check

\$23,608.51

Prepared by:
Debora Luna

Date:

12-26-2018

City of San Luis

Payment Register

From Payment Date: 12/24/2018 - To Payment Date: 12/27/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
87708	12/27/2018	Open			Accounts Payable	VIZCARRA ACUNA, ALMA, DELFINA	\$127.00			
87709	12/27/2018	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$504.87			
87710	12/27/2018	Open			Accounts Payable	YUMA COUNTY DEVELOPMENT SERVICES	\$800.00			
87711	12/27/2018	Open			Accounts Payable	YUMA COUNTY WATER USERS	\$276.15			
87712	12/27/2018	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$720.25			
87713	12/27/2018	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$749.64			
87714	12/27/2018	Open			Accounts Payable	LAW OFFICE OF JEREMY CLARIDGE, PLC	\$10,600.00			
Type Check Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							85 Transactions	\$339,341.56		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$339,341.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$339,341.56	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$339,341.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$339,341.56	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$339,341.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$339,341.56	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$339,341.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$339,341.56	\$0.00

Prepared By:
Maggie Dominguez
 Date: *Maggie D.*
12/27/18
MD

Payment Register

From Payment Date: 12/24/2018 - To Payment Date: 12/27/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
87630	12/27/2018	Open			Utility Management Refund	ACOSTA, MARIA & MARIA FELIX	\$198.51		
87631	12/27/2018	Open			Utility Management Refund	BARBA, MIGUEL	\$80.00		
87632	12/27/2018	Open			Utility Management Refund	MARTINEZ, ANGELICA	\$209.65		
87633	12/27/2018	Open			Utility Management Refund	QUINTERO, LAURAVEL MANANTIAL MEXICAN RESTAURANT	\$322.47		
87634	12/27/2018	Open			Utility Management Refund	RAMIREZ, ABIGAIL & JUAN SANTANA	\$127.99		
87635	12/27/2018	Open			Utility Management Refund	WILLIAMS HARVEY & DANITZA LEON	\$91.66		
87636	12/27/2018	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$536.08		
87637	12/27/2018	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61		
87638	12/27/2018	Open			Accounts Payable	FOP/ALC	\$240.00		
87639	12/27/2018	Open			Accounts Payable	HERRERA, RAMON	\$618.08		
87640	12/27/2018	Open			Accounts Payable	PIONEER CREDIT RECOVERY, INC	\$147.29		
87641	12/27/2018	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$405.00		
87642	12/27/2018	Open			Accounts Payable	STANDARD INSURANCE COMPANY	\$7,481.36		
87643	12/27/2018	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,178.49		
87644	12/27/2018	Open			Accounts Payable	UNITED STATES TREASURY	\$221.10		
87645	12/27/2018	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
87646	12/27/2018	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$600.00		
87647	12/27/2018	Open			Accounts Payable	A & H ELECTRIC	\$460.00		
87648	12/27/2018	Open			Accounts Payable	ALSCO, INC	\$370.52		
87649	12/27/2018	Open			Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC	\$208,449.72		
87650	12/27/2018	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT	\$38,365.72		
87651	12/27/2018	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$78.74		
87652	12/27/2018	Open			Accounts Payable	AZ ASSOCIATION OF CHIEFS OF POLICE	\$350.00		
87653	12/27/2018	Open			Accounts Payable	CAMPA, OMAR	\$80.00		
87654	12/27/2018	Open			Accounts Payable	CENTURYLINK	\$11,293.15		
87655	12/27/2018	Open			Accounts Payable	CENTURYLINK	\$1,327.81		
87656	12/27/2018	Open			Accounts Payable	CHEVRON #15	\$11.06		
87657	12/27/2018	Open			Accounts Payable	CORDOVA, JOSE, MANUEL	\$75.00		
87658	12/27/2018	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$4,021.25		
87659	12/27/2018	Open			Accounts Payable	CORREA, ENRIQUE	\$150.00		
87660	12/27/2018	Open			Accounts Payable	DE ECHAVARRI, FRANCISCO, JAVIER	\$256.00		
87661	12/27/2018	Open			Accounts Payable	ELLIOTT AUTO SUPPLY CO INC	\$650.42		

Payment Register

From Payment Date: 12/24/2018 - To Payment Date: 12/27/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87662	12/27/2018	Open			Accounts Payable	FIERROS, ISABEL	\$606.15		
87663	12/27/2018	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$885.35		
87664	12/27/2018	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00		
87665	12/27/2018	Open			Accounts Payable	FRANCO, MARTIN, A	\$176.00		
87666	12/27/2018	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	\$165.00		
87667	12/27/2018	Open			Accounts Payable	GARCIA, JESUS	\$252.00		
87668	12/27/2018	Open			Accounts Payable	HEINFELD, MEECH & CO., P.C.	\$4,359.75		
87669	12/27/2018	Open			Accounts Payable	INDUSTRIAL COMMISSION OF AZ	\$875.00		
87670	12/27/2018	Open			Accounts Payable	LARDIN, KYARA, L	\$1,000.00		
87671	12/27/2018	Open			Accounts Payable	LEGROS, BRIAN, SEAN	\$680.21		
87672	12/27/2018	Open			Accounts Payable	LOOMIS	\$1,429.03		
87673	12/27/2018	Open			Accounts Payable	LOPEZ RIOS, JOSE , A	\$168.00		
87674	12/27/2018	Open			Accounts Payable	LOPEZ, ENRIQUE	\$268.80		
87675	12/27/2018	Open			Accounts Payable	MALLORY SAFETY AND SUPPLY, LLC	\$5.00		
87676	12/27/2018	Open			Accounts Payable	MARQUEZ, KINBERLY	\$500.00		
87677	12/27/2018	Open			Accounts Payable	MCCURLEY, DOYLE	\$500.00		
87678	12/27/2018	Open			Accounts Payable	MEDINA, JOSE	\$120.00		
87679	12/27/2018	Open			Accounts Payable	MITCHELL, DANTE	\$123.95		
87680	12/27/2018	Open			Accounts Payable	NAVARRO, CAROLINE	\$300.00		
87681	12/27/2018	Open			Accounts Payable	NAVARRO, RICARDO	\$613.00		
87682	12/27/2018	Open			Accounts Payable	ON TRACK OVERHEAD DOORS	\$250.00		
87683	12/27/2018	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$59.90		
87684	12/27/2018	Open			Accounts Payable	PRIORITY WELL SERVICE INC.	\$1,336.00		
87685	12/27/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$597.00		
87686	12/27/2018	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$324.00		
87687	12/27/2018	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$105.00		
87688	12/27/2018	Open			Accounts Payable	REDBURN TIRE COMPANY	\$3,166.09		
87689	12/27/2018	Open			Accounts Payable	ROBLES, MARIO, M	\$140.92		
87690	12/27/2018	Open			Accounts Payable	RODARTE, RODRIGO	\$302.40		
87691	12/27/2018	Open			Accounts Payable	RUIZ, PATRICIA	\$900.00		
87692	12/27/2018	Open			Accounts Payable	SIGN MASTERS	\$95.94		
87693	12/27/2018	Open			Accounts Payable	SILVA, JUAN, MANUEL	\$85.00		
87694	12/27/2018	Open			Accounts Payable	SIMS MURRAY, LTD.	\$1,240.00		
87695	12/27/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	\$780.00		
87696	12/27/2018	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	\$280.00		
87697	12/27/2018	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	\$1,385.09		
87698	12/27/2018	Open			Accounts Payable	STATE BAR OF ARIZONA	\$530.00		
87699	12/27/2018	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	\$125.00		
87700	12/27/2018	Open			Accounts Payable	TERRIEL, FRANCISCO	\$381.32		
87701	12/27/2018	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$4,715.99		
87702	12/27/2018	Open			Accounts Payable	TOSHIBA FINANCIAL SERVICES	\$1,561.62		
87703	12/27/2018	Open			Accounts Payable	US BANK	\$3,300.00		
87704	12/27/2018	Open			Accounts Payable	US BANK EQUIPMENT FINANCE	\$6,200.65		
87705	12/27/2018	Open			Accounts Payable	US POST MASTER	\$2,717.81		
87706	12/27/2018	Open			Accounts Payable	VALENZUELA, GABRIEL, A	\$145.00		
87707	12/27/2018	Open			Accounts Payable	VILLAR, GLORIA	\$150.00		



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.A.

Meeting Date: 01/09/2019

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

Submitted By: Eulogio Vera, Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc. for construction inspection and administration services for East Mesa Water Lines Project. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

In efforts to improve our water system reliability in the east part of San Luis, staff retained James Davey and Associates to design approximately two miles of new water lines. The new water lines will increase pressures and will provide a second supply line to the south part of our water system.

The improvements consist of, but are not limited to, installation of 2,720 linear feet of 10-inch C-900-16 water main and 7,740 linear feet of 12-inch C-900 PVC water main, water valves, fire hydrants, miscellaneous replacement of asphalt, concrete curb, adjustment of survey monuments to finish grade and other work incidental to the project.

James Davey and Associates was the designer of the project. Therefore, staff recommends the approval of a contract for the construction inspection and administration services in the amount of \$22,120.00 to them. James Davey and Associates, Inc. is a provider on the on-call engineering services list, per Resolution No. 1143 and was selected after a request for qualifications went out. Under ARS §34-103(B) Engineering Contracts do not require bidding under \$500,000.00, and the San Luis City Code-Purchasing §36.08 allows professional services in excess of \$15,000.00 without bidding if approved by City Council.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE INSPECTION AND ADMINISTRATIVE SERVICES CONTRACT WITH JAMES DAVEY AND ASSOCIATES, INC. FOR THE EAST MESA WATER LINES PROJECT IN THE AMOUNT OF \$22,120.00 AS PRESENTED.

A final version will be provided by the time of the meeting.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$22,120.00
BUDGETED AMOUNT:	YES
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: GL Acct 300-302-90015 Water
CIP - \$749,700.00

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

Contract Amount \$22,120.00
GL Acct. 300-302-90015 Water CIP
Balance \$749,734.00

Attachments

Contract
Proposal

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made on the 10th day of January, 2019, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, ("City"), and James Davey and Associates of Yuma, Arizona, having a principal being a registered engineer of the State of Arizona ("Engineer"):

Witness:

By this agreement the City hereby engages the services of Engineer for the following described project ("Project"): East Mesa Water Lines Project.

This project is being undertaken by the City of San Luis, Arizona and is to implement such improvements to include construction administration and inspection services for the above-sited project.

The accomplishment of the work and services described in this Agreement is necessary and essential to the city improvement program; and

The City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing to perform those services.

Therefore, in consideration of the premises and agreements contained here, the parties agree as follows:

ARTICLE I. DESCRIPTION OF PROJECT

The project consists of bidding assistance, construction inspection and administration, project close out and preparing of record drawings.

ARTICLE II. ENGINEER'S SCOPE OF SERVICES

The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth here, and as provided in Exhibit I, which is attached to this agreement and by this reference made a part of it.

ARTICLE III. CHANGES IN SCOPE

If changes occur either in the Engineer's Scope of Services or the Description of the Project, a supplemental agreement may be negotiated at the request of either party. For the purposes of such a change, the Engineer will supply to City an estimate of the

cost for such change in services or project, and the amount paid for such change in services or project by City shall not exceed said estimate.

ARTICLE IV. ENGINEER'S FEE

A. Basic Fee

1. As compensation for Basic Services as described in Paragraph A of Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Engineer shall be paid a "Basic Fee," which shall constitute full and complete payment for those services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be a total lump sum amount \$22,120.00 based on:

2. The parties agree that the Basic Fee is based upon the Scope of Services to be provided by the Engineer and is not necessarily related to the estimated construction cost of the Project. In the event that the estimated construction cost differs from the estimated construction cost, the Engineer's compensation will not be adjusted unless the Scope of Services to be provided by the Engineer changes, and the adjustment is agreed to by the parties in writing pursuant to the provisions of Article III above.

B. Payment Schedule for Basic Fee

1. The Basic Fee shall be paid in the following installments as the Engineer's work progresses:

a. The fee of \$22,120.00 prorated in accordance with construction progress, except that five percent (5%) of the Basic Fee shall be payable only upon acceptance of the Project, and receipt of approved, reproducible Mylar "Record Drawings" of the Project plans prepared in a format prescribed by the Public Works Director.

C. Payment for Special Services.

As compensation for the services rendered by the Engineer as set forth in Paragraph B of Exhibit I of this Agreement entitled "Special Services," the City shall pay the Engineer such sums as may be agreed to by written amendment to this agreement. For such Special Services, Engineer agrees to furnish to City an estimate of cost for such special service. If the City agrees to have Engineer perform that service, Engineer agrees that the amount charged shall not exceed such estimate. Any agreement for

such special service shall be as a supplemental agreement pursuant to Article III above.

D. Certified Cost Records.

The Engineer shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account of the Engineer shall be subject to audit by the City. The Engineer shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

E. Gross Receipts Tax.

To the fees and other payments payable under this agreement, the Engineer may add any applicable gross receipts tax.

ARTICLE V. OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

A. The field notes, design notes, and logs of any wells drilled, as instruments of service, are and shall remain, the property of the Engineer, however, copies of such records shall be furnished to City upon its request. All drawings of the construction plans, including any "as built" drawings, shall be the property of City. The City agrees that Engineer shall retain any common law copyright and that the City will not allow copies to be reproduced in a manner inconsistent with said common law copyright. The City shall be furnished, at no additional cost, a disk of all design drawings, including any "as built" construction drawings, with one set of reproducible mylars of the original drawings of the work.

B. The City shall make copies, for the use of the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

C. The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Engineer.

ARTICLE VI. CONTRACT TIMES

The Engineer's work for the Construction Phase shall correspond to the time allowed for construction and shall be completed within 30 days of the Contractor completing work. No work shall commence before the Notice to Proceed is issued. Furthermore, this

Contract does not take effect and is not valid unless and until it is accepted and approved by the City of San Luis.

ARTICLE VII. TERMINATION

A. This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the City for its convenience upon twenty (20) days' prior written notice to the Engineer.

C. In the event of termination, as provided in this Article, the Engineer shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Engineer's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Engineer in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VIII. ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

ARTICLE IX. CONFLICT OF INTEREST

This agreement is subject to the Conflict of Interest Laws of the State of Arizona. It is subject to the cancellation provisions of A.R.S. §38-511.

ARTICLE X. INDEMNITY

To the fullest extent permitted by law, the Engineer agrees to defend and indemnify the City and its officers, agents, and employees against any and all actions of any character brought because of any injury or damage sustained by any person, persons, or property resulting from any asserted negligent act, error, or omission of the Engineer or its agents or employees, in whole or in part. The indemnity required here shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE XI. INSURANCE

A. The Engineer agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided below with insurance companies authorized to do business in the State of Arizona, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Engineer shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or cancelled until forty-five days' prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

a. Workmen's Compensation Insurance.

Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Arizona.

b. Liability Insurance.

Professional liability insurance in an amount not less than \$1,000,000.per claim and aggregate and automobile liability insurance in an amount not less than \$1,000,000.00, for injuries to any one person and \$1,000,000.00 on account of any one accident and in an amount of not less than \$500,000.00 for property damage to protect the Engineer and its agents from claims that may arise from services rendered under this Agreement, whether those services are rendered by the Engineer or by any of its agents or by anyone employed by either.

ARTICLE XII. DISCRIMINATION PROHIBITED

In performing the services required under this agreement, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XIII. ADMINISTRATION OF AGREEMENT

The City Manager, or authorized representative, shall administer this Agreement for the City.

In Witness, the parties have executed this Agreement as of the day and year written first above.

The City of San Luis

James Davey and Associates, Inc.

By: _____
Tadeo Azael De La Hoya, City Manager

By: _____
James Davey, Owner

APPROVED AS TO FORM:

By: _____
Kay Macuil, City Attorney

EXHIBIT I. DUTY OF ENGINEER

The Engineer shall render professional engineering services as described below:

A. Basic Services

1. The Construction Phase

- a. Assist the City in obtaining construction bids. Tabulate bids and furnish a recommendation regarding the award of the construction contract.
- b. Upon award of the construction contract, provide the City with the requested number of sets of formal Contract Documents for the Project, including plans and specifications.
- c. Assist the City in the execution of formal Contract Documents for the construction contract.
- d. Furnish consultation and advice during construction of the work.
- e. Make periodic inspections and observation of the work in progress and provide inspection reports.
- f. Make periodic estimates and certificates of payment at intervals required by the specifications of the Project.
- g. Prepare reproducible "as built" drawings to reflect construction as actually accomplished.
- h. Make final inspection and recommendation regarding acceptance of the work performed in the construction contract. In performing construction inspection and observation, it is expressly understood and agreed that the Engineer will exert all reasonable effort to insure compliance with requirements of the construction contract, but the Engineer does not guarantee the performance of the Contractor.

B. Special Services

Only when directed in writing by the City, the Engineer shall furnish or acquire for the City requested professional and technical services not covered by the Basic Services.

C. Performance

1. The Engineer agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the schedule

specified here. The City is not liable and will not pay the Engineer for any services rendered before written authorization is received by the Engineer.

2. The Engineer shall submit:

a. Final construction contract documents ready for bid.

b. "As built" drawings after satisfactory completion of the Project.

3. If any delay is caused to the Engineer by order of the City to change the design or plans; or by failure of the City to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Engineer that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Engineer at the moment a cause for delay occurs.

4. Since the work of the Engineer must be coordinated with the activities of the City, the Engineer shall advise the City in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.



*Proposal for Construction Administration Services
City of San Luis*

East Mesa Water Lines Project

*County 23-1/2 Street - Ave. E to Ave. E-1/2,
Avenue E - Co. 23-1/2 St. to Co. 23rd St. and Avenue D - Co. 24th St. to Co. 25th St.*

Prepared by: James Davey and Associates, Inc.

November 27, 2018

Item	Description	Principal Engineer	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
<u>CONSTRUCTION PHASE SERVICES</u>							
1	Bidding Assistance	6	28				Includes Assisting with Advertising Project, Pre-Bid Meeting, Answering Contractor Questions During Bidding, Bid Opening Based on 90 Calendar Day Construction Period/about 64 working days with about 24 site inspections (3 hours/visit).
2	Construction Inspection and Administration	8	90				Also includes Submittal Reviews, Preconstruction Conference, Meetings during Construction, Final Inspection, Pay Estimate Preparations, Project Closeout
3	Soils and Material Testing		6			\$3,200	To be subcontracted to GTS.
4	Project Closeout		12	8			Inspections, Punchlists, As-Built Plans, Final Pay Estimates
Total Estimated Hours		14	136	8	0	---	
Hourly Rates		\$140	\$120	\$80	\$160	---	
Subtotals		\$1,960	\$16,320	\$640	\$0	\$3,200	
TOTAL FEE ESTIMATE						\$22,120	



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6.B.

Meeting Date: 01/09/2019

Department Head: Richard Jessup, Acting Chief of Police, Police Department

Submitted By: Miguel Alvarez, Lieutenant, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a software contract with Benchmark Analytics to better manage officer and civilian staff performance, training and policy storage and delivery to the San Luis Police Department. **(Richard Jessup, Chief of Police)**

SUMMARY:

The San Luis Police Department, under the recommendation of its most recent organizational assessment conducted by LD Consulting, has identified a top-to-bottom police force management system (Benchmark Analytics®) that integrates with our current Record Management System and Computing Aided Dispatch System (CAD). This will better manage internal affairs, use of force incidents, community engagements, officer and civilian staff performance and behavior evaluations that serves as a first sign early intervention system, training, and policy storage and delivery to the San Luis Police Department.

Benchmark Analytics top-to-bottom police force management system would aid the San Luis Police Department to stay in compliance with FBI UCR Program use of force incident reporting requirements and those set by the Arizona Law Enforcement Accreditation Program (ALEAP) to achieve program accreditation.

The San Luis Police Department would like to engage in contracting police force management system services from Benchmark Analytics for **\$5,000.00** for the first year and **\$7,500.00** every year thereafter with a possible 4.0 percent per year increase.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH BENCHMARK ANALYTICS AS PRESENTED.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$5,000.00
BUDGETED AMOUNT:	YES
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Contractual Services:
100-181-80000, balance
\$87,752.62

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

Item budgeted in SLPD's general fund account Contractual Services 100-181-80000, balance \$87,752.62.

Attachments

Benchmark - sole-source letter

Benchmark - Contract

City Attorney amendment to license agreement accepted by BMA

Benchmark Proposal - San Luis Police Department

November 14, 2018

Miguel Alvarez
Lieutenant
San Luis Police Dept.
1030 E. Union St.
San Luis, AZ 85349

Dear Lieutenant Alvarez

This letter is to confirm the sole-source eligibility status of Benchmark Analytics' software platform for the early intervention and human capital management of law enforcement personnel.

Benchmark Analytics® is partially owned by the University of Chicago and is the exclusive licensee and sole distributor of the University of Chicago Center for Data Science and Public Policy's Early Warning/Intervention model. The University of Chicago's multi-year research base as well as the corresponding copyrighted, predictive models have been commercialized by Benchmark in the marketplace as First Sign.™ As such, First Sign is the only existing software-enabled, research-based Early Warning/Intervention model available for purchase in the market today.

Additionally, Benchmark Analytics® is the sole provider of the Case Action Response Engine™ or C.A.R.E., which is the only law enforcement-specific tool in the marketplace that recommends specific policing-centric and employee-based interventions in conjunction with First Sign. First Sign and C.A.R.E. work reciprocally together within the closed-loop Benchmark software platform to provide a total case management platform, complete with automated workflow and communications functionality.

For further information regarding Benchmark's status as a sole-source provider, please feel free to reach out with questions.

Best,



Ron Huberman
CEO, Co-Founder
Cell: 312-287-3895

<http://benchmarkanalytics.com>

ron.huberman@benchmarkanalytics.com

BENCHMARK ANALYTICS LICENSE AGREEMENT

Benchmark Analytics, LLC (“Benchmark”) 1801 W. Belle Plaine Avenue Suite 209 Chicago, IL 60613	Valid if Signed and Returned to Benchmark Analytics, LLC by mail or email: 1801 W. Belle Plaine Avenue Suite 209 Chicago, IL 60613 <i>support@benchmarkanalytics.com</i>
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Client Information Client: San Luis Police Department Address: 1030 E. Union Street San Luis, AZ 85349 Contact: Richard Jessup Title: Chief of Police Telephone: 928-341-2420 Email: rijessup@cityofsanluis.org	Billing Information Account Manager: Telephone: Email:
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I. License Fee:
 In exchange for the License, Client shall pay to Benchmark Analytics a License subscription fee of \$5,000 for the Term. The license fee is due within 30 days of contract execution.

II. Service-Level Specifications:
 Other than scheduled downtime, as defined below, Benchmark Analytics strives for a high-level of system availability. If in a calendar month these uptime commitments are not met (as reasonably determined by Benchmark Analytics), Benchmark Analytics shall credit the Client with one month of fees to be applied toward the following year’s subscription. Benchmark Analytics reserves the right to release new functionality to its service on an ongoing basis, through periodic maintenance windows. These periodic releases can take several hours to release and Benchmark Analytics will notify Client in advance of any unscheduled maintenance, wherever possible.

III. Special Instructions and Additional Term
 The following Additional Terms are hereby agreed to:

1. **License Grant.** Benchmark Analytics has developed a software application designed for clients’ personnel to enter, manage, track, report and analyze various law enforcement-related information and to perform other incidental and subsidiary functions known as “Benchmark Analytics.” Client is hereby granted a limited, non-exclusive, non-transferable, non-assignable, terminable license (“License”) for the following software applications:
 - Benchmark Data Management (BDM)
 - First Sign® Early Intervention System (35% of total license fee attributable to First Sign® if other services selected)
 - Case Action Response Engine® (CARE)

Client further agrees to use and access the above indicated software applications via the Internet and to use the Benchmark Analytics Services described herein, but only for its own business purposes and to provide use of Benchmark Analytics to Client’s administrators, employees and other Client-authorized persons or entities (“Users”) that are permitted or enabled by Client to access and use Benchmark Analytics. Client has no rights to sublicense or otherwise transfer any of its rights under this Agreement and any purported transfer or sublicense in violation hereof is void.
2. **Term.** The License shall begin upon the execution of this Agreement and continue for a period of one (1) calendar year from the last day of the calendar month during which this Agreement is executed (“Term”), including two (2) one-year renewals (the “Renewal Term”). If neither party has given the other at least forty-five (45) days written notice of its intent not to renew prior to the end of the initial Term, the License shall automatically renew for the following year of the Renewal Term. The license fee for the initial Term shall not exceed Five Thousand Dollars (\$5,000) and the license fee for each Renewal Term shall not exceed Seven Thousand and Five Hundred Dollars (\$7500).
3. **Late Payments.** Amounts not paid when due are subject to interest at one and one-half percent (1.5 percent) per month or, if less, the maximum rate of interest allowed by law, calculated from the due date.
4. **Restrictions; Service Suspension.** Client may only use Benchmark Analytics strictly in accordance with applicable employment laws and policies, data privacy and security laws and any other relevant statutes and policies, as well as any supporting materials provided by Benchmark Analytics (“User Materials”), and any other restrictions and requirements set forth herein. Benchmark reserves the right at any time, with notice to Client, to suspend access to Benchmark by Client or Client-authorized users to the extent that Benchmark reasonably believes such Party or Person is accessing or using the Benchmark software in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall Benchmark Analytics be required to monitor or supervise the use of the software by Client, employees or other authorized users and compliance with the terms of this Agreement by each of Client and/or authorized users shall at all times be and remain Client’s responsibility.
5. **Relevant Data.** Client hereby authorizes Benchmark Analytics to obtain and maintain data and information that supports Benchmark Analytics’ ability to provide a research-based, high quality software application (“Relevant Data”). Clients shall agree to additional data requirements, attached hereto as Exhibit A for First Sign® Early Intervention System.
6. **Hosting, Implementation, Training, Support, Other Services and Obligations.** Benchmark Analytics shall host an Internet website (the “Site”) on its Servers (the “Servers”) and shall procure and maintain its Servers as is necessary for Benchmark Analytics to substantially perform according to functional specifications promulgated by Benchmark Analytics from time to time (the “Functional Specifications”). The services to be provided by Benchmark Analytics hereunder with respect to Benchmark Analytics are herein sometimes referred to as the “Services” or “Benchmark Analytics Services”. Client shall provide, at Client’s expense, all computers, software, Internet connectivity and technology required for Client and its Users to use the Site and the Services. Benchmark Analytics shall provide Client with training (per proposal) and allow a designated number of Trainees to attend each training. Implementation timelines and dates will be mutually agreed upon by Client and Benchmark Analytics. Benchmark Analytics shall provide a Client Service Line to answer questions regarding Benchmark Analytics. The Client Service Line may be accessed through a toll-free telephone number (1-888-44-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST), excluding all federal holidays.
7. **Client’s Obligations.**
 - a. To the extent that provision of Benchmark Analytics, or Client’s use of Benchmark Analytics or the Benchmark Analytics Services requires Benchmark Analytics to copy, modify, perform, display, transmit, or otherwise use the information, data, or other similar content provided by Client or its Users that is stored on or transmitted via the Client’s or User’s use of Benchmark Analytics (“Client Data”), Client and its Users hereby grant Benchmark Analytics a nonexclusive, nontransferable, worldwide, royalty-free right to copy, modify, perform, display, transmit, and otherwise use the Client Data for such purposes.
 - b. Client understands and agrees that Client must provide workstations and computers that have reliable Internet access at its own expense. The Benchmark Analytics application will reside at the Benchmark Analytics host site (a commercially viable and secure data center) and may be accessed electronically by appropriate personnel using secure identification procedures via the Client’s individual user workstation. The Client must provide its own workstations with Internet access and a web browser that allows 128-bit encryption. Acceptable browsers at the time of the original agreement include: Internet Explorer 11 and higher, Edge, Mozilla Firefox 4.0 and higher, Apple Safari 4.0 and above, and Google Chrome. Further required modifications or other changes will be communicated by Benchmark Analytics in the ordinary course.

- c. Client understands and agrees that (i) Benchmark Analytics is not responsible for notifying Clients of any upgrades, fixes, or enhancements to any software used by Client to access and utilize Benchmark Analytics and the Services; (ii) Client is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (iii) that Benchmark Analytics is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. Notwithstanding the foregoing, Client understands and agrees that Client may have to modify, change, or otherwise upgrade its browser software in order to be compatible with upgrades and changes made to Benchmark Analytics by Benchmark Analytics.
 - d. Client understands and agrees that Client and/or its authorized Users shall designate their own user-identifications and passwords to access Benchmark Analytics. Client understands and agrees that (i) the License granted is not a concurrent License and that Client is prohibited from sharing passwords and/or user names with unauthorized users; (ii) Client is responsible for the confidentiality and use of Client's (including its Users) passwords and user names; (iii) Client is responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client Data, and any other data of any kind entered electronically through Benchmark Analytics or under Client's account; (iv) Client agrees to immediately notify Benchmark Analytics if Client becomes aware of any loss or theft or unauthorized use of any of Client's passwords, user names, and/or account number; (v) Client shall use its best efforts to prevent unrelated third parties from accessing Benchmark Analytics and/or using the Services; and (vi) Client and its Users are automatically subject to all terms and conditions set forth herein and any privacy statement related to any websites operated or maintained by Benchmark Analytics, as such terms and conditions and privacy statements may be modified or changed by Benchmark Analytics from time-to-time.
 - e. Client understands and agrees that the technical processing and transmission of Client's Data is fundamentally necessary to Client's use of Benchmark Analytics and the Services. Client expressly consents to Benchmark Analytics' interception and storage of Client Data, and Client understands and agrees that Client's Data will be transmitted over the Internet and other various networks, only part of which may be owned and/or operated by Benchmark Analytics. Client understands and agrees that changes to Client's Data may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Client understands and agrees that Client's Data may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Client agrees that Benchmark Analytics is not responsible for any Client Data that is lost, altered, intercepted, or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Benchmark Analytics.
 - f. Benchmark Analytics may upgrade and improve Benchmark Analytics and/or the Benchmark Analytics Services from time to time (the "Upgrades"). Client must upgrade and improve its software to conform to the Upgrades made to Benchmark Analytics.
 - g. Client shall (i) not alter, reverse engineer, disassemble, decompile, or copy any part of Benchmark Analytics, (ii) limit access to the non-public portions of Benchmark Analytics to its Users, and (iii) not sublicense or otherwise transfer any of its rights, duties or obligations under this Agreement.
 - h. Client must properly enter data and information onto Benchmark Analytics in order for Benchmark Analytics to operate properly. Client shall be responsible to verify the accuracy of any of Client's Data entered on Benchmark Analytics.
 - i. Client and/or its Users shall adhere to the Terms of Service and Privacy Policies governing the Site, as they may be modified by Benchmark Analytics in its sole discretion.
8. **Mutual Obligations.** "Confidential Information" means any information regarding the provisions of this Agreement and the dealings of the parties hereunder and shall include the following: (a) for Benchmark Analytics – all information relating to the Benchmark Analytics technology (including, but not limited to Benchmark Analytics' source codes, research and/or analytics), any information related to pricing, Site features and the functionality of Benchmark Analytics, all other proprietary information and property belonging to Benchmark Analytics that is otherwise not in the public domain; and (b) for Client – the identities of its Users, records of interactions with the Users, and Client Data. Each party shall not use for its own benefit or knowingly disclose to, or use for the benefit of, any other person, any Confidential Information of the other party without the other party's prior written consent and shall use reasonable care and caution in protecting the Confidential Information and disclose Confidential Information only to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Agreement. This Section does not apply to any information that (i) becomes generally publicly available other than as a result of improper disclosure by the receiving party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (iii) becomes available to either party on a non-confidential basis from a third party that is not bound by a similar duty of confidentiality. To the extent required by any applicable law, regulation, or order of any court or governmental body, disclosure of Confidential Information is not a breach of this Agreement; provided, that the party required to disclose (a) promptly notifies the other party of such requirement, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.
9. **License Restrictions.**
- a. Client shall not sublicense, sell, resell, lease, assign, transfer, pledge or otherwise encumber or dispose of any of Client's rights or obligations under this Agreement.
 - b. Except as specifically provided to the contrary herein, the License does not extend to, and no right is granted for use or access of by, any third party or other individual or entity not a party to this Agreement, except for any properly authorized employees of Client and designated Users.
 - c. Information regarding Client's employees, data or proprietary confidential information acquired by Benchmark Analytics from Client shall be confidential and shall not, without the Client's prior consent, be used or disclosed to others by Benchmark Analytics except upon an assignment or as otherwise permitted hereunder.
10. **Injunctive Relief.** In addition to any other rights and remedies available to Benchmark Analytics, if Client or any of its Users breaches any of its obligations under this Agreement, (i) Benchmark Analytics shall be entitled to an injunction or similar equitable relief ordering the cessation of such breach upon request of a court of competent jurisdiction without having to post any bond or prove anything other than the fact of such breach, and (ii) the Client and its Users waive all defenses, including that such breach will not cause irreparable harm.
11. **Warranties; Intellectual Property Indemnification.**
- a. Subject to the terms and limitations hereof, Benchmark Analytics represents and warrants that Benchmark Analytics will substantially conform and perform according to the Functional Specifications and the Service-Level Specifications. If Benchmark Analytics fails to meet the Functional Specifications or Service-Level Specifications contained herein for any calendar month during the term of this Agreement, Client's sole and exclusive remedy (notwithstanding anything to the contrary herein contained) shall be a credit on the terms specified herein for one calendar month of License fees in accordance with the Pricing Schedule included herein, as modified from time to time pursuant to this Agreement. Benchmark Analytics shall be responsible only for failures to meet the Functional Specifications or Service-Level Specifications due to conditions that are within Benchmark Analytics' reasonable control. In order to maintain the warranty, Client must notify Benchmark Analytics immediately in writing of any problems or potential problems and make available to Benchmark Analytics all written and printed documents to substantiate the problem.
 - b. Client represents and warrants that Client is and at all times will be the owner of or authorized to use the Client Data required by this Agreement.
 - c. Benchmark Analytics agrees to defend, indemnify, and hold Client harmless against all loss, cost, liability, expenses, and pay the amount of any adverse final judgment (or settlement that Benchmark Analytics consents to) including reasonable attorneys' fees, resulting from third party claims (collectively, the "Claims") that Benchmark Analytics infringes any United States patent, copyright, trade secret, or other intellectual property arising under United States law; provided Benchmark Analytics is promptly notified in writing of the Claims and has sole control over its defense or settlement, and Client provides reasonable assistance in the defense of the Claims. In case of alleged infringement, Benchmark Analytics will have the right, but not the obligation, at its sole option and expense, to procure for Client the right to continue using Benchmark Analytics or to replace or modify Benchmark Analytics so that it becomes non-infringing or damages are mitigated.
12. **Disclaimer of Warranties.** EXCEPT AS STATED IN THE PRECEDING SECTION, BENCHMARK ANALYTICS DOES NOT REPRESENT THAT CLIENT'S USE OF BENCHMARK WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR THAT BENCHMARK WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS OR THAT ERRORS IN THRIVE, THE SERVICES, AND/OR THE SUPPORTING DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS. WARRANTIES STATED IN THE PRECEDING SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY BENCHMARK ANALYTICS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

13. **Limitation of Liability.**

- a. **THE PARTIES ACKNOWLEDGE THAT THERE IS GREAT DIFFICULTY IN ASCERTAINING DAMAGES UNDER THIS AGREEMENT AND, THEREFORE, THE MAXIMUM LIABILITY OF BENCHMARK ANALYTICS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY BENCHMARK ANALYTICS SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO BENCHMARK ANALYTICS DURING THE PRECEDING TWELVE (12) MONTH PERIOD. IN NO EVENT SHALL BENCHMARK ANALYTICS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ITS USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AT ANY TIME OR OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, LOSS OF CLIENT DATA, REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ARISING OUT OF THE SERVICES PROVIDED FOR IN THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE, THE USE OF BENCHMARK, ANY BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
- b. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
- c. No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action was discovered or should have been discovered.

14. **Termination.**

- a. Except as otherwise provided herein, this Agreement may be terminated as follows: by Benchmark Analytics, if Client is in breach of any payment obligation contained in this Agreement and fails to cure such breach within ten (10) days written notice of such breach by Benchmark Analytics; or by either party, if the other party is in material breach of any other provision of this Agreement, by written notice to the other party effective thirty (30) days after the receipt of such notice unless the other party cures such breach within the thirty (30) day period or, if such breach cannot be cured within thirty (30) days, the other party commences its best efforts to cure such breach immediately and such breach is cured within ninety (90) days after receipt of the original notice of breach.
- b. Client understands and agrees that following termination or non-renewal of this Agreement, for any reason, Benchmark Analytics may (i) immediately deactivate Client's account, and/or (ii) delete Client's account and all related Client Data and files in Client's account and/or bar any further access to such information and Benchmark Analytics and the Services after a reasonable period of time. Upon such termination or non-renewal, Benchmark Analytics will grant Client temporary and limited access to Benchmark Analytics for the sole purpose of permitting Client to retrieve lawful Client Data, provided that Client has paid in full all amounts owed to Benchmark Analytics. Client understands and agrees that Benchmark Analytics is not liable to Client, its Users, or any third party for any termination of Client's access to Benchmark Analytics or deletion of Client Data or any other data of any kind.

15. **Public Disclosure.** Client grants to Benchmark Analytics the right to publicly disclose the fact that Client is using Benchmark Analytics for Benchmark Analytics' advertising and other promotional purposes.

16. **Copyright and Trademarks.** All intellectual property pertaining to Benchmark Analytics, including trademarks and copyrights, are and shall remain the sole property of Benchmark Analytics and its affiliated companies. This Agreement in no way conveys to Client or its Users any rights or interests in Benchmark Analytics other than the limited license granted to use Benchmark Analytics in accordance with this Agreement.

17. **Severability.** Each paragraph and provision of this Agreement is severable from the entire agreement, and, if one provision is declared invalid, the remaining provisions shall remain in effect and the invalid provision shall be reformed and amended to the extent needed to be valid.

18. **Force Majeure.** The performance by Benchmark Analytics of any obligation shall be excused, if such failure is caused by any event or circumstance beyond Benchmark Analytics' own direct control. If Benchmark Analytics should fail to become available as a result of any such event or circumstance beyond its own direct control, Benchmark Analytics shall have the right to cause availability within a reasonable time after the cause of such delay has been removed, and the Client shall be obligated to accept deferred availability, it being agreed that upon the occurrence of any such circumstance or event beyond Benchmark Analytics' own direct control, the time for performance by Benchmark Analytics shall be extended by that number of days equal to the number of days of delay attributable to any such circumstances or event beyond Benchmark Analytics' direct control.

19. **Taxes.** The price referred to herein does not include any local or state sales, value added, use or other applicable excise taxes, now in force or enacted in the future, any assessment of which shall be paid by Client. Without limiting the foregoing, Client shall promptly pay to Benchmark Analytics any amounts actually paid or required to be collected or paid by Benchmark Analytics pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If Client claims tax exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the front page of this Agreement and Client shall indemnify and hold Benchmark Analytics harmless for any loss occasioned by its failure to pay any tax when due.

20. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **Entire Agreement and Amendment.** This Agreement supersedes all prior agreements and understandings between Client and Benchmark Analytics, including any representations, expressed or implied. Client acknowledges that this Agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the party against who the same is sought to be enforced. The parties, each acting under proper authority, have signed this Agreement on the date indicated below.

22. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending party has been apprised. Benchmark Analytics may give any notice, approval, request, authorization, direction or other communication under this Agreement by e-mail or by conspicuous post on the Site.

23. **Relationship of the Parties.** Benchmark Analytics and Client are independent contractors. Nothing in this Agreement makes them partners or creates (i) an employer and employee relationship, (ii) a master and servant relationship, (iii) a principal and agent relationship, or (iv) any other relationship of any kind other than an independent contractor relationship. Neither party shall make any contracts, warranties, representations, or assume or create any other obligations, whether express or implied, in the other party's name or on its behalf.

24. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that Benchmark Analytics shall have the right to assign its rights and obligations hereunder to its parent, successor (including any successor through merger, consolidation or any other form of acquisition resulting in a change of control of Benchmark Analytics), or to any subsidiary or affiliate upon notice to Client. Any purported assignment of rights in violation of this Section is null and void.

25. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person or entities other than Benchmark Analytics and Clients.

BY SIGNING BELOW, CLIENT CERTIFIES THAT IT HAS READ AND AGREES WITH THE TERMS HEREOF AND SHALL BE BOUND BY THE SAME. Client also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Benchmark Analytics and are not to be shared with any third party without the prior written consent of Benchmark. Client's signature also constitutes approval of any add-ons accepted by Benchmark.

Client:

Signature: _____

Name: _____

Title: _____

Date: _____

BENCHMARK ANALYTICS, LLC

Signature: _____

Name: Ron Huberman

Title: CEO

Date: _____

Exhibit A

DATA SHARING AGREEMENT
First Sign® Early Intervention System

1. **Access to First Sign® and Use of Relevant Data.** Reports and associated Analyses received by Client resulting from Benchmark Analytics' First Sign® or any other analytics and reporting tools ("Client Reports") will be accessible to Client and its authorized users through the software application. Client authorizes Benchmark Analytics to use Relevant Data, including aggregating such Relevant Data with other data and information, for purposes of performing, evaluating, improving or enhancing First Sign® and the software application broadly. Benchmark Analytics will restrict access to Relevant Data to only those Benchmark Analytics staff, the Benchmark Research Consortium, or subcontractors (the "Agents") required to access the Relevant Data in order to perform the services set forth in this Agreement and/or to evaluate, improve or enhance the software application. Benchmark Analytics will instruct all Benchmark Analytics Agents on the use and confidentiality restrictions set forth in this Agreement, and shall require all Benchmark Analytics Agents to comply with applicable provisions of the data privacy and security laws. Benchmark Analytics will not disclose Relevant Data to anyone other than Benchmark Analytics Agents except, upon the prior written consent of Client, to a party authorized to receive the Candidate Data in accordance with data privacy and security laws. In the event that Benchmark Analytics subcontracts any of its duties and obligations, Benchmark Analytics agrees that: (i) the third party contractor shall execute an agreement regarding confidentiality consistent with the terms of this Agreement to the extent that such third party contractor has access to Confidential Information of Client and an agreement relating to any other obligations of such contractor as required to comply with this Agreement and data privacy and security laws, and (ii) any such permitted subcontracting shall not release Benchmark Analytics from any of its obligations under this Agreement. Subject to the requirements of this Section above, Benchmark Analytics may freely subcontract its duties and obligations under this Agreement.
2. **Client's Obligations.** Client will adopt and maintain appropriate security precautions to prevent disclosure of Candidate Portal passwords to and use by, any unauthorized person, and appropriate expiration of the access following completion of the application process by the candidate.
3. **Aggregate Data.** Aggregated Relevant Data not relating to individual employees of Client acquired by Benchmark Analytics in the course of performing this Agreement will be the sole property of Benchmark Analytics.

**AMENDMENT AND ADDITIONS
TO BENCHMARK ANALYTICS LICENSE AGREEMENT**

This amendment (“Amendment”) is made this 4 day of December 2018, between Benchmark Analytics, L.L.C., 1801 W. Belle Plaine Avenue, Suite 209, Chicago, Illinois 60613 (“Benchmark” or “Benchmark Analytics”) and the City of San Luis, having its Police Department’s administrative office at 1030 E. Union Street, San Luis, Arizona 85349 (“Client”). Benchmark and Client may be referred to singularly as the “Party” and collectively as the “Parties.”

In consideration of the mutual benefits and obligations set forth in this Amendment, the Parties agree to the following changes to the Benchmark Analytics License Agreement:

The section on page one (1) titled “Client Information” is amended in its entirety as follows:

Client: City of San Luis, Arizona

Address:
City of San Luis
San Luis Police Department
1030 E. Union Street
San Luis, Arizona 85349

[Address for U.S. Postal Service]
PO BOX 1170
SAN LUIS AZ 85349-1170

Contact: Richard Jessup
Title: Chief of Police
Telephone: 928-341-2420
Email: riessup@cityofsanluis.org

Section 22 is amended in its entirety as follows:

Notices. Any notices required or permitted under this Agreement shall be in writing. It shall be effective when delivered (or refused delivery) in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending Party has been apprised.

Other Communication. Other communication which is not notice required under this Agreement but is approval, request, authorization, direction, or other communication under this Agreement shall be in writing and may be by:

- (1) e-mail by either Party to the other Party at the e-mail addresses set forth in this Agreement or any more recent address to which the sending Party has been apprised, and
- (2) Benchmark Analytics may communicate by conspicuously posting information on its official website ("Site") after Benchmark Analytics has alerted the Client of new information on the Site by email at the Client's e-mail address set forth in this Agreement or any more recent address to which Benchmark Analytics has been apprised.

Section 26 is added as follows:

Pricing. Included in the initial license fee and the license fee for each of 2 renewal terms is:

- (1) for no additional charge a \$1,500.00 value for one (1) integration annually,
- (2) for no additional charge Project Management,
- (3) for no additional charge Training Plan, and
- (4) for no additional charge Support.

Section 27 is added as follows:

Provisions required of cities under Arizona Law.

Conflict of Interest. Benchmark Analytics 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 this Agreement. Developer further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. Benchmark Analytics certifies that, if it hires any employee, no one who has or will have any financial interest in this License Agreement is an officer or employee of the Client. Under Arizona law, rules and regulations, no member, official or employee of the Client shall have any personal interest, direct or indirect in this License Agreement, nor shall any such member, official or employee participate in any decision relating this License 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 License Agreement is subject to A.R.S. §38-511.

Employment Eligibility. Benchmark Analytics 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 this License Agreement. The Client retains the legal right to inspect the papers of Benchmark Analytics to ensure that Benchmark Analytics complies with this warranty.

Boycott. Benchmark Analytics certifies that it does not participate in, and agrees not to participate in during the term of this License Agreement a boycott of Israel under A.R.S. § 35-393.01.

	City of San Luis, Arizona <hr/> Signature <hr/> Print Name <hr/> Title
ATTEST: <hr/> Sonia Cornelio, City Clerk	APPROVED AS TO FORM: <hr/> Kay Marion Macuil, City Attorney
	Benchmark Analytics <i>Ron Huberman</i> <hr/> Signature <hr/> Ron Huberman Print Name <hr/> CEO <hr/> Title

Proposal to
San Luis Police Department
October 31, 2018

Introduction

Benchmark Analytics® was founded by a group of dedicated professionals who have years of experience in policing and because we've worn the badge, we know how important it is to uphold its honor. We also understand the power of data and analytics in advancing talent management and administration — we have a proven track record developing groundbreaking data-driven platforms that are founded in research and fueled by high-level, evidence-based analytics.

Our software-enabled platform closes the current knowledge gaps in the marketplace by providing a single source to track and manage all data associated with a police department's human capital, and provides a holistic management system with early indicators designed to:

- Recognize, reward and retain officers exhibiting standout police work
- Identify officers exhibiting problematic behavior and flag areas in need of improvement — and provide them with a corrective action plan to get them back on track.

Additionally, our innovative platform includes security protected software that is instantly accessible, simple to use and easy to navigate.

Center for Data Science and Public Policy



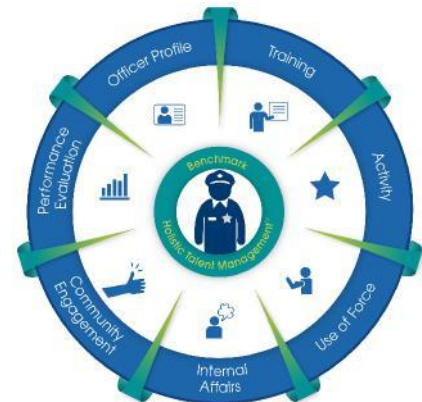
Along with our consortium of esteemed research partners including the University of Chicago Center for Data Science and Public Policy, highly regarded policing thought leaders and world-class technology developers, we are proud to present this Benchmark Analytics proposal for your consideration.

1. BMS | Benchmark Management System

With BMS, Benchmark works with you to develop a comprehensive, top-to-bottom police force management system that:

- Serves as your single-source solution with full workflow management capabilities, or can be integrated with your existing systems — there’s no need to buy separate Use-of-Force, Internal Affairs, Performance Evaluation and other systems . . . BMS does it all
- Identifies what data is important to ensure the integrity and safety of all police officers, units and supervisors
- Configures to comply with DOJ guidelines on officer conduct and CALEA body of standards — as well as your collective bargaining agreement
- Delivers an efficient, effective platform created to provide a 360° holistic view of every officer in your department

BMS is a proactive management tool that features seven information categories designed to identify a wide range of activities and practices — not simply a system to focus on problematic behavior.



2. First Sign Early Intervention

By leveraging the work completed in BMS, we activated the power of advanced analytics to develop a first-of-its-kind management tool that:

- Captures the data most important to officer performance and behavior — as well as the relationships between critical data variables
- Takes into account total productivity relative to signs that an officer may be engaging in problematic behavior
- Proactively notifies you at the “first signs” of a real need to intervene and help get an off-track officer back on track

- Transforms risk management in policing by significantly reducing your exposure to rising liability costs

First Sign is preventative by design: we know that intervention based upon simple, threshold-based triggers alone is not the right strategy — context, patterns of problematic behavior and officer history are what matter most . . . and what make our system better. First Sign is the only research based early warning/intervention product available in the market.

3. C.A.R.E. | Case Action Response Engine

Once off-track behavior has been identified in First Sign, Benchmark expedites thoughtful and effective early intervention with C.A.R.E. — a proactive, targeted support program that:

- Features research-based, analytics-driven case management modules for officer-specific interventions
- Provides “benchmarks” of best practices that have proven to be most effective for different levels of intervention
- Facilitates the planning process with a template of actionable steps, guidelines, goals and follow-up

C.A.R.E. allows supervisors to develop a well thought out, meaningful plan of action for individual officers to help ensure that no one in your charge is falling through the cracks.

Ultimately, our goal is to get officers who are off track back on track — and out of C.A.R.E.

Implementation

Benchmark Analytics is tenacious about implementation. Our team is comprised of former government practitioners who know all too well that a thoughtful, well-managed implementation plan and execution is just as important as the technology itself. If we are fortunate to win your business, we will assign a project manager to your implementation.

Our rolling standard twelve-month implementation process is outlined below and allows for a comprehensive business process review in order to fully capture the configuration options for the department, as well as to ensure proper time for training, policy review and/or employee buy-in.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
General setup												
* People data integration												
* Policy review												
* Training plan												
* Release plan												
Use of Force												
* Data field configuration												
* Workflow configuration												
* Infrastructure testing												
* Execute training												
Internal Affairs												
* Data field configuration												
* Workflow configuration												
* Infrastructure testing												
* Execute training												
Community Engagement												
* Data field configuration												
* Workflow configuration												
* Infrastructure testing												
* Execute training												
Activity												
* Data field configuration												
* Workflow configuration												
* Infrastructure testing												
* Execute training												
Training												
* Data field configuration												
* Workflow configuration												
* Infrastructure testing												
* Execute training												
Performance Evaluation												
* Data field configuration												
* Workflow configuration												
* Infrastructure testing												
* Execute training												
Officer Profile												
FirstSign												

Integrations

Benchmark Analytics will provide integrations into critical data capture/data storage systems required for seamless analysis at a cost of \$1,500 per integration, per year. Integrating into people data systems and other key technologies provides tremendous ease of use while greatly reducing errors associated with manual re-capture of data. We have a dedicated team of software specialists who focus on integrations and are building up a catalog of insight into commonly used applications all the time.

Training

We will work with your department to develop the right training methodology for your end users. We rely on a train-the-trainer model which provides an on-site, multi-day training for key administrators and managers/users who will be utilizing the system day-to-day. Because we understand that there can be turnover at police departments within the administrative functions, we also provide training refresh to new staff at no additional cost to the department.

Support

Benchmark Analytics provides customer support through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 6:00AM – 7:00PM (CST), excluding all federal holidays.

Other Items

1. Escrow of Source Code

Benchmark Analytics will maintain a copy of the application source code with an Escrow Agent and shall make this Agent's information available upon execution of contract.

2. Hosting Overview

Benchmark Analytics provides a software-as-a-service solution (SaaS) application, which is hosted in a CJIS-compliant, commercially-available cloud (currently Amazon WebServices GovCloud).

3. Membership in Research Consortium

Benchmark Analytics clients are eligible for inclusion in the Benchmark research consortium at no additional charge and is part of the standard agreement. The Consortium is chaired by the University of Chicago and includes academics, researchers and practitioners who are national experts in early intervention and police best practice. This membership includes on-going iteration and enhancements to the research models as well as access to best practices and knowledge transfer from the country's leading researchers and practitioners.

Pricing

The below table provides details on pricing. Pricing provided in this proposal shall be valid through December 31, 2018.

	Pricing
Annual Software License ¹	\$ 5,000.00 – Please note this annual software license represents pricing for the 1 st year of partnership.
Annual Software License ²	\$ 7,500.00 – Please note this annual software license represents pricing after the 1 st year of partnership.
Integration Fees	\$1,500.00 per integration, per year. Please note that the annual software licenses above assume 1 integration.
Project Management	Included - no additional charge.
Training Plan	Included – no additional charge.
Support	Included – no additional charge.

1. Pricing assumes a single year contract for the 1st year of service at the discounted rate. After the 1st year pricing assumes a 3-year contract, with 2 one-year renewal options.
2. Benchmark reserves the right to increase the annual subscription price no more than 4.0 percent per year, over the term of the agreement.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9.

Meeting Date: 01/09/2019

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

Submitted By: Melissa Lopez, Deputy 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 Fire Chief and the employment, assignment, appointment, promotion, demotion, dismissal, salary, disciplining, or resignation of the position of Fire Chief, including discussion of possible confirmation of the City Manager's appointment of the Fire Chief and/or discussion of approval of terms and/or conditions of said appointment pursuant to San Luis City Code §34.04, 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).

N/A

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

There is no fiscal impact associated with this item.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

11.A.

Meeting Date: 01/09/2019

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 on any and all matters regarding the position of Fire Chief including confirmation of the possible appointment by the City Manager and approval of terms and/or of conditions pursuant to San Luis City Code §33.04. **(Tadeo A. De La Hoya, City Manager)**

SUMMARY:

The San Luis City Code §33.04 states:

"The Fire Chief 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 such terms and conditions as may be approved by the City Council. The Fire Chief shall be subject to the direction of the City Manager."

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.

Employment Contract

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

Fire Chief Draft Contract

EMPLOYMENT AGREEMENT

This agreement is effective as of _____ 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 Angel Ramirez, referred to in this agreement as "Fire Chief."

SECTION I TERM AND NATURE OF EMPLOYMENT

Angel Ramirez has been the Acting Fire Chief as of February 14, 2017. This agreement is to remove the Acting relationship and make Angel Ramirez the Fire Chief of the City of San Luis. The term of this contract is _____.

SECTION II DEVOTION OF FULL TIME TO BUSINESS

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

SECTION III DUTIES

The Fire Chief shall perform the duties of Fire Chief as set forth in the ordinances, codes, rules, regulations and job description for Fire Chief 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. Fire Chief, 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 Fire Chief 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 Fire Chief of a political subdivision.

SECTION IV RATE OF COMPENSATION; OTHER TERMS AND CONDITIONS

A. The salary of the Fire Chief shall be an annual base salary of \$_____ payable biweekly effective as of _____. The Fire Chief shall be entitled to four (4) weeks of vacation per year. The first year to commence _____.

B. The City Manager and City Council may review, evaluate, and complete the evaluation of the performance of the Fire Chief 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 Fire Chief without the mutual consent of Fire Chief.

C. The City shall provide a fire vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Fire Chief 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 Fire Department of the City of San Luis.

D. The Council agrees to budget and pay for the professional dues and subscriptions of the Fire Chief 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, Fire Chief 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 Fire Chief 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 Fire Chief under the supervision of the City Manager.

G. Indemnification. The City agrees to defend, save harmless and indemnify Fire Chief 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 Fire Chief for the City, even if said claim has been made following his termination from employment, provided that the Fire Chief 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 Fire Chief.

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 Fire Chief, unless the parties otherwise agree. In the event of resignation, the Fire Chief shall not be entitled to severance pay as provided in subsection D below.

B. Fire Chief 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 Fire Chief may have under this agreement or law, the Fire Chief shall be paid his accumulated vacation time based upon the rate of salary as of the date of termination.

D. Upon termination by the City, in addition to subsections A through C above, the Fire Chief shall be entitled to severance pay equal to _____ months of salary based upon the rate of salary as of the date of termination. In the event Fire Chief is terminated because of a conviction relating to any felony or a class one misdemeanor, a crime of moral turpitude, a material breach of any provision of this agreement, or an act of fraud, deception, misrepresentation, or active concealment of material facts, Council shall have no obligation to

make any extra payment pursuant to this subsection except for the Fire Chief's rights to compensation subsection C above. City Council reserves the right to suspend any severance payment pursuant to this subsection during any proceedings while felony or class one misdemeanor charges are pending.

**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, Fire Chief 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 Fire Chief, has signed and executed this agreement on the day and year referred to above.

Angel Ramirez, Fire Chief

City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

DRAFT