



NOTICE OF WORK SESSION

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, May 5, 2021. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 5 de Mayo del 2021. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

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



AMENDED AGENDA

5/4/2021

AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 5, 2021
6:30 p.m.

The May 5, 2021 Work Session, for the safety of the public during the COVID-19 pandemic, will not have in-person attendance for members of the public. However, members of the public may listen to the meeting's live audio stream on the City of San Luis website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the city's website <https://sanluisaz.gov/listenlive> after the meeting.

Open meetings conducted remotely through technological means are permissible under the March 13, 2020, Arizona Attorney General opinion titled, "Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19" and following the Mayor's March 18, 2020, Continued Declaration of Emergency and Amended Order-Coronavirus Disease-19 and City Council's Order 2020-7 which closed all city buildings and facilities (except the Municipal Court) to public access.

Por la seguridad del público durante la pandemia COVID-19, no habrá asistencia en persona para los miembros del público en la Sesión de Trabajo del Cabildo del 5 de Mayo del 2021. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

Las reuniones abiertas realizadas de forma remota a través de medios tecnológicos están permitidas bajo la opinión del Fiscal General de Arizona del 13 de Marzo del 2020 titulada "Re: Preocupaciones relacionadas con Open Meeting Law de Arizona y COVID-19" y después de la Declaración de Emergencia Continua del 18 de Marzo del 2020 del alcalde y Orden modificada-Enfermedad de Coronavirus-19 y Orden del Ayuntamiento 2020-7 la cual cerró todos los edificios e instalaciones de la ciudad (excepto la Corte Municipal) al acceso público, para proteger la salud y la seguridad pública y reducir la transmisión de la Enfermedad de Coronavirus 2019 (COVID- 19).

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION; THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS.

1. **CALL TO ORDER/ROLL CALL**
2. **ITEMS FOR DISCUSSION ONLY:**
 2. A. Presentation updates on the solar wind tower project. **(Ron Picket, CEO, Arizona Green Power, LLC (parent company now KiNRG))**
 2. B. Discussion and possible direction to staff on any and all matters regarding a contract with Edais Engineering, Inc. associated with the expansion of City Hall. **(Tadeo A. De La Hoya, City Administrator)**

- 2. C. Discussion and possible directions to staff on any and all matters regarding a possible public art project. **(Jose A. Guzman, Director of Planning and Zoning)**

- 2. D. Discussion and possible directions to staff on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks' presentation during the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks & Recreation)**

- 2. E. Discussion and possible directions to staff on any on all matters regarding the purchase of outdoor fitness equipment for city parks and pathways. **(Lizandro Galaviz, Director of Parks and Recreation)**

- 2. F. Discussion and possible directions to staff on any and all matters regarding the needs of the current retention basins. **(Council Member Gloria Torres and Lizandro Galaviz, Director of Parks & Recreation)**

- 2. G. Discussion and possible directions to staff on any and all matters regarding activities, projects, and possible additional efforts of the City of San Luis to promote the services that the city provides to the community including but not limited to infrastructure improvements and publicity for local businesses. **(Council Member Gloria Torres; Marlene Lara, Assistant to City Council/PIO; Eulogio Vera, Director of Public Works; Lizandro Galaviz, Director of Parks & Recreation; and Jenny Torres, Economic Development Manager)**

- 2. H. Discussion and possible directions to staff on any and all matters regarding conducting evaluations of the City Attorney, City Administrator, Court Magistrate, Fire Chief and Police Chief. **(Council Member Gloria Torres)**

3. **ADJOURNMENT**

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



PRESENTATION

Work Session

2. A.

Meeting Date: 05/05/2021

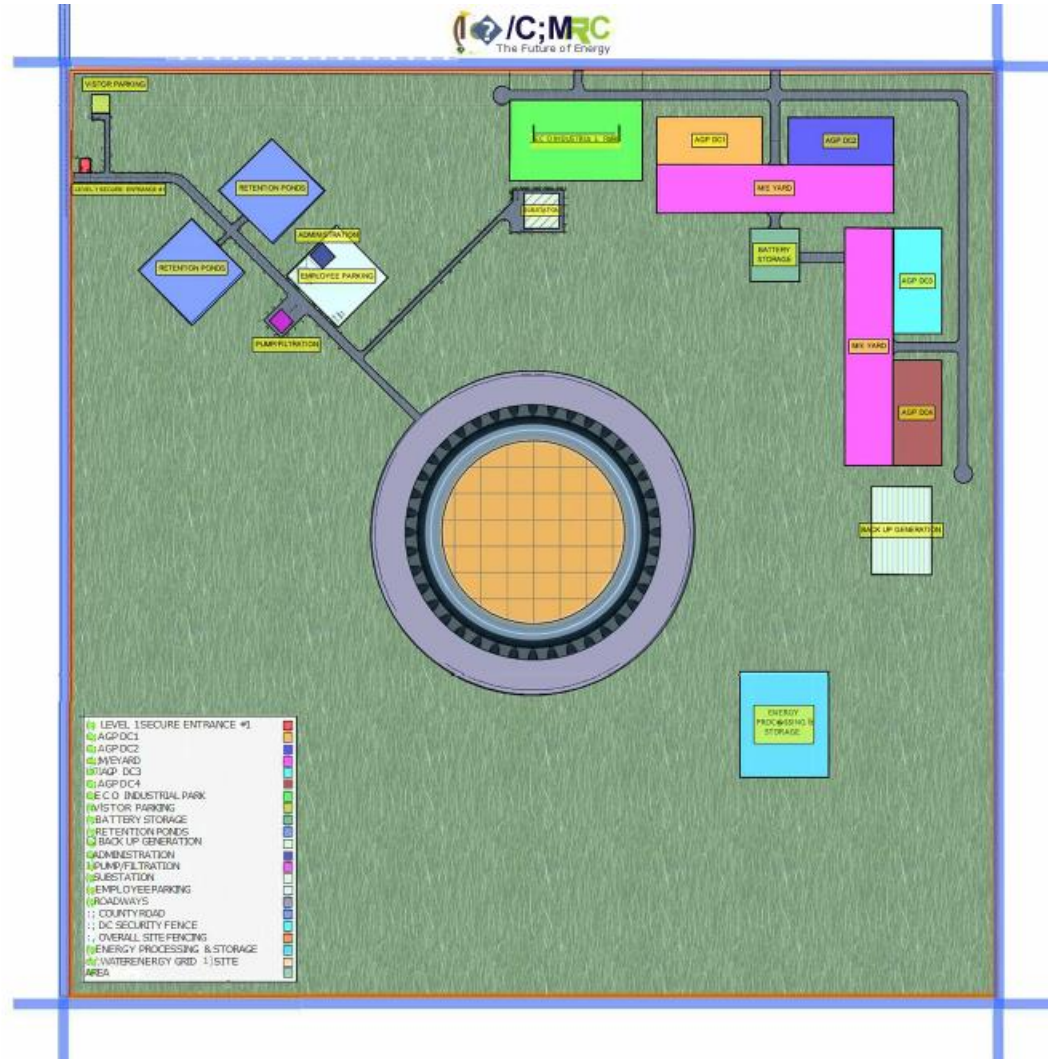
Presentation Topic/Summary:

Presentation updates on the solar wind tower project. **(Ron Picket, CEO, Arizona Green Power, LLC (parent company now KiNRG))**

Attachments

Presentation







AGENDA ITEM REVIEW FORM

Work Session

2. B.

Meeting Date: 05/05/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible direction to staff on any and all matters regarding a contract with Edais Engineering, Inc. associated with the expansion of City Hall. **(Tadeo A. De La Hoya, City Administrator)**

SUMMARY:

After receiving direction from City Council during the Fiscal Year 2022 Budget Retreat. City staff is seeking to expand the East Wing City Hall. Based on city growth, more personnel is needed in order to continue providing essential services to our residents of San Luis. With the current building configuration, we will run out of space for any additional personnel. The contract is for construction design plans and will include the following scope of work:

- **Architectural and Engineering Design:** The design of the building to meet the requirements of the attached concept floor plan supplied by the City of San Luis. This design will include complete Architectural, Civil, Structural, Electrical, Mechanical, Plumbing, Fire Protection, Fire Alarm, and Landscaping. The design will meet the City of San Luis latest adopted codes.
- **Meetings, Plan Submittals and Approval:** The consultant will meet with the City of San Luis staff and City building staff to discuss the project requirements and obtain the required approvals and building permit to construct the project.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$24,000
BUDGETED AMOUNT:	\$115,000
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: \$115,000

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

GL 100-999-90015 City Administration - Building Expansion - City Hall Expansion

Attachments

Project Proposal

Conceptual Plan for East Wing

PROPOSAL/CONTRACT FOR PROFESSIONAL SERVICES

Mr. Jose A. Guzman, Director of Planning & Zoning
City of San Luis
1090 East Union Street
San Luis, Arizona 85349

Edais Engineering, Inc. is pleased to present this proposal /Contract for Professional Architectural and Engineering Services. This agreement, if agreed upon by both parties, shall be entered into force as of this 4th day of March 2021, between **Edais Engineering, Inc.**, herein "Consultant" and the **City of San Luis**, herein "Owner". This agreement must be signed and dated by both parties within thirty (30) days of the above date to be valid. This contract has a time limitation of one year and subject to renewal. No conditions or representation altering, detracting from or adding to the terms hereof shall be valid unless presented in writing and signed by both parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties.

Article 1 – Scope of Work of this Agreement

1.1 Service - The purpose of this proposal /Contract is to provide Architectural and Engineering Services for the Building expansion as depicted in the sketch made available to us by the City of San Luis.

Our Design Services will include:

- **Architectural and Engineering Design:** The design of the building to meet the requirements of the Attached concept floor plan supplied by the City of San Luis. This design will include complete Architectural, Civil, Structural, Electrical, Mechanical, Plumbing, Fire Protection, Fire Alarm and Landscaping. The design will meet the City of San Luis latest adopted codes.
- **Meetings, Plan Submittals and Approval:** The consultant will meet with the City of San Luis staff and City building staff to both discuss the project requirements and obtain the required approvals and building permit to construct the project.

1.2 Exclusions – Edais Engineering is not responsible for the following items unless otherwise stated in writing:

- Fees required by the City or any other agency including, but not limited to building permit fees, plan review fees, encroachment fees, variance fees, title report fees, fees from the City or any other fees.
- The preparation of legal documents or any similar documents that may be required for this project.
- The preparation of Environmental Impact Statements or similar environmental documents and;
- Construction management, supervision, and inspection.
- Blueprints, Xerox copies reproducible Mylar copies, delivery and postage;
- All other charges or expenses shall be invoiced by Consultant to Client at cost, plus twenty percent (20%) for handling.

1.3 Completion - Consultant's services are considered complete upon completion of all items described in Section 1.1.

Article 2 – Compensation of Consultant

2.1 Contract Amount - Edais Engineering, Inc. agrees to complete the above scope of work for **Twenty-Four Thousand U.S. Dollars (\$24,000.00)**.

2.2 Retainer – No retainer required.

Billing Process – Billing will be progressive monthly for work done during the month.

2.3 Additional Services – A Letter of Memorandum will be issued for any additional work required for your project. If an additional contract amount is not listed, it will be billed on a time and material basis. Please see the attached “Rate Schedule” for details. In the event of a change of rule, regulation or policy, by any governmental agency or agencies after the date of this Agreement, which change alters the plans, specifications and/or field work to be prepared or performed hereunder, any additional office or field work required as a result of such change shall be deemed additional services to be paid by Client and will be invoiced and paid according to the terms of this agreement.

2.4 Payment Schedule - Invoices issued as described in Section 2.3 are due and payable upon receipt and are delinquent ten days after the invoice date unless otherwise stated on the invoice. It is the responsibility of the Client to promptly review and notify Consultant of any objections, in writing, within ten days of the date of the invoice. Absent such objection, the invoice and services covered thereby shall be deemed proper and acceptable.

2.5 Returned checks – In accordance with company policy, a thirty-dollar insufficient funds fee will be charged to the Client’s account for any returned check and Consultant will only accept cash, cashier’s check, or EFT following a returned check. In accordance with A.R.S. 12-671, any person who, for himself or for another, submits a check for payment of services with knowledge that there are insufficient funds to draw upon, is not only subject to civil action, but is liable to the holder of the check for twice the amount of the check or fifty dollars, whichever is greater.

2.6 Termination of Services - If an invoice remains delinquent for a period of fifteen days, Consultant may, at its discretion, terminate this Agreement by giving written notice of its termination to the Client. Termination shall take effect on the date of the notice of termination. In the event of termination under the provisions of this paragraph, Consultant shall be entitled to payment for all services rendered, any costs incurred until and including the date of termination, and reimbursement of all expenses attributable to said termination. Should the

project be terminated as described herein, a new contract must be drafted and signed by both parties prior to the recommencement of the project in addition the receipt of any pending dues in relation to this contract.

Article 3 – Liability/Indemnity

3.1 Limited Liability - Consultant’s responsibility in performing this contract is limited solely to the scope of work set forth in this Agreement.

3.2 Authority to Contract - Client warrants that it has authority to contract for the services to be rendered any to the Site under this Agreement. Client agrees to indemnify and defend Consultant against claim arising out of Client’s lack of authorization to contract for improvements or services to the Site.

Article 4 – Claims by Client or designated 3rd party

- 4.1 Definition – A claim is a demand by Client, Client’s Agent, or by a designated 3rd party for adjustment to this Agreement for additional compensation or other favorable adjustment for services rendered that was not requested by Client, Client’s Agent or a designated 3rd party. A mutually acceptable conclusion to a claim shall be documented by a Letter of Memorandum as provided herein.
- 4.2 Written Notice – Client may make certain claims to Edais Engineering as provided herein but in all cases such claims shall be made in writing.

Article 5 – Dispute Resolution

- 5.1 Definition – The definition of a dispute is when a claim by either party remains unresolved after completion of the change order and/or claims process discussed above.
- 5.2 Intent –The parties shall resolve all disputes as quickly and efficiently as possible to avoid undue expenses to both parties. All disputes shall be resolved by the following process:
- 5.3 Step 1 – Written Request for Settlement Discussions – To initiate the dispute resolution process, either party may send a written notice to the authorized representative of the other party requesting that two dispute settlement meetings be scheduled. The first one within 14 to 21 days, and the second shall be within 10 days of the first meeting. The parties shall cooperate in scheduling both meetings.
- 5.4 Step 2 – First Meeting – Project Team Resolution Meeting – The first formal dispute resolution meeting shall be held at Edais Engineering’s local office and attended by the all applicable personnel for both parties as well as project management personnel for both parties to discuss and attempt to resolve the dispute.
- 5.5 Step 3 – Second Meeting – Principals – If the first meeting does not produce a settlement or a course of action to resolve the dispute, then a second meeting shall be held with the principals or executive in charge of each party in attendance. Both parties shall attempt to reach an acceptable solution to the dispute.
- 5.6 Step 4 – Binding Alternative Dispute Resolution – If the parties cannot agree after these meetings on a resolution or a course of action to resolve the dispute, then the parties may agree to any form of alternative dispute resolution (ADR) to attempt to resolve the issue. Neither party shall be bound to submit to ADR but if both parties agree to submit the dispute to ADR, then both parties shall be bound to the outcome and decision made by the ADR process. Such ADR shall be conducted in the place where the project is located and judgment upon the award rendered in ADR may be entered in any court having proper jurisdiction thereof, with venue in the place where the Project is located.
- 5.7 Step 5 – Litigation – If the parties cannot agree on a resolution and if either party does not agree to submit the dispute to Binding ADR, then the dispute may be submitted to the Civil Courts for litigation in any court having proper jurisdiction thereof, with venue in the place where the Project is located.


Article 6 – Miscellaneous/General Conditions

- 6.1 Client agrees to cooperate in any and every way or manner with Consultant, in regard to the services to be performed by the consultant. All sketches, drawings, tracings, computations,

survey notes, and other paperwork presented by Consultant shall remain the property of Consultant.

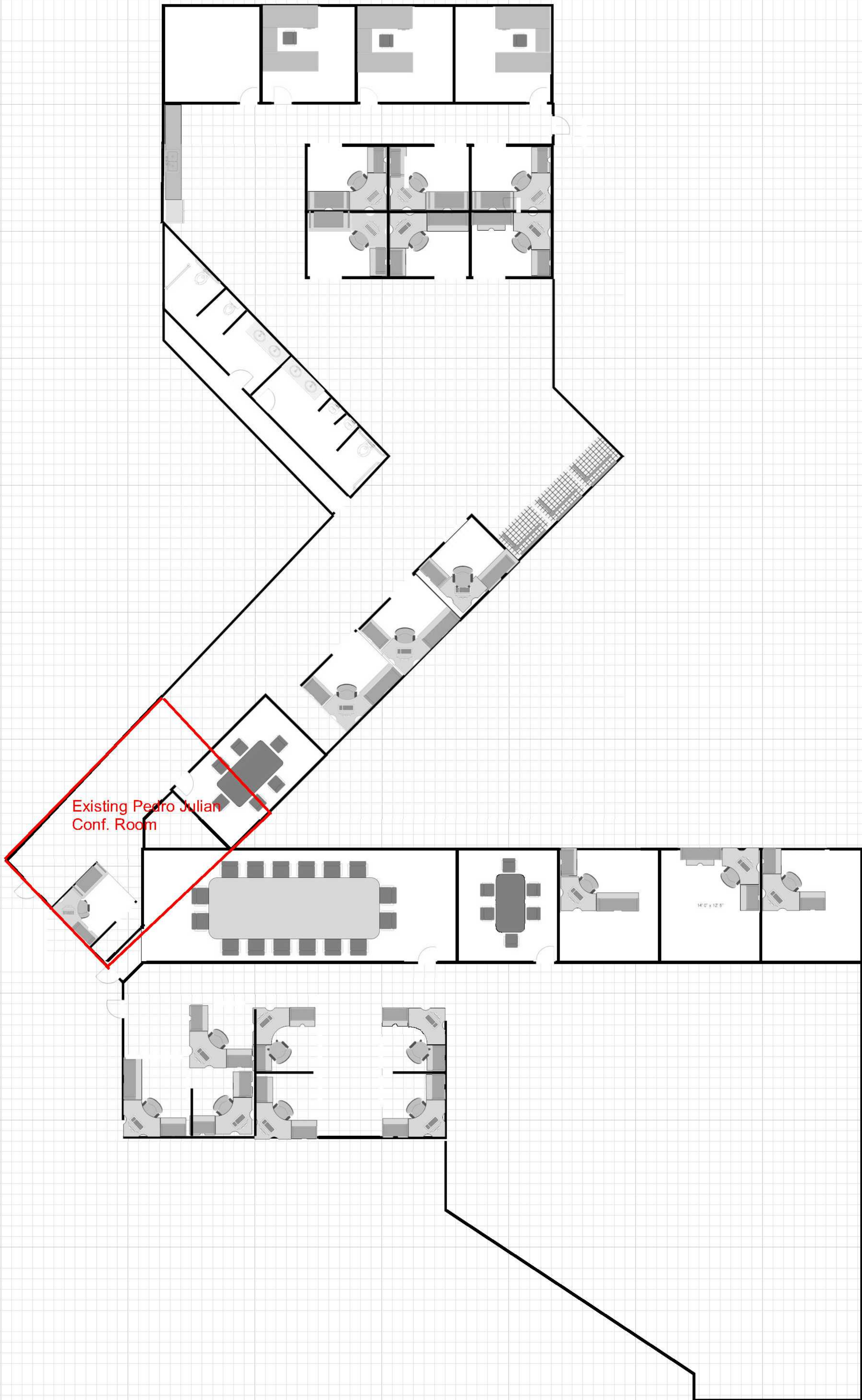
- 6.2 All agreements on Consultant's part are contingent upon and subject to the fact that Consultant shall not be responsible for damage or be in default or deemed to be in default by reason of delays in performance due to strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at the established area wage rates, delays caused by failure of Client, or Client's agents, to furnish information or to approve or disapprove work promptly, or due to late, slow, or faulty performance of Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with performance of Consultant's services hereunder and other unavoidable delays or causes of delay. In the event the project is subject to any of the above conditions, the project completion date will be extended accordingly.
- 6.3 Pre-liens – Prior to the commencement of work Client acknowledges that the Consultant requires that the attached job information sheet be filled out as completely as possible so that a twenty-day preliminary lien ("pre-lien") may be sent to all involved parties in accordance with A.R.S 33-992.01 and 33-922.02. Please note that a pre-lien is **not** a lien and is not a reflection on the integrity of any person, contractor, or subcontractor. This Agreement shall be interpreted and governed in accordance with the laws of the State of Arizona.
- 6.4 In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions hereof shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.
- 6.5 Authority to Bind – By any performance hereunder, Client verifies that the individual signing this Agreement is duly authorized by the corporate bylaw, partnership agreement, or if signed on behalf of a private party that consists of more than the signer, has been given power of attorney or by other legal process permission to bind Client to the obligations contemplated under this Agreement and Client shall be so bound.

By signing below, you are authorizing Edais Engineering, Inc. to commence work on the above stated project based on the scope of work enumerated in this agreement.

Consultant:	Edais Engineering, Inc.	Client:	_____
Authorized Signature:		Authorized Signature:	_____
Name & Title:	Najeh K. Edais, President	Title:	_____
Date:	March 4, 2021	Date:	_____

**RATE SCHEDULE FOR
ARCHITECTURE & ENGINEERING SERVICES
2020**

PRINCIPAL	\$150.00/HR
PROJECT MANAGER	\$140.00/HR
ENGINEER	\$120.00/HR
ARCHITECT	\$120.00/HR
LAND SURVEYOR	\$120.00/HR
JUNIOR ENGINEER/ARCHITECT	\$110.00/HR
SURVEY OFFICE CALCULATIONS	\$110.00/HR
SURVEY CREW & EQUIPMENT	\$160.00/HR
PLAN REVIEW	75% OF PLAN CHECK FEE
WATER OPERATOR	\$75.00/HR
SEWER OPERATOR	\$75.00/HR
SPECIAL PROFESSIONAL INSPECTION & REPORT	\$95.00/HR
BUILDING INSPECTION	\$85.00/HR
CAD/TECH DRAFTING	\$85.00/HR
WORD PROCESSING	\$35.00/HR
PRINTING AND BLUEPRINTING	\$0.33/SQ.FT
MYLAR REPRODUCIBLE COPIES	\$2.50/SQ.FT
LONG DISTANCE TELEPHONE/FAX/POSTAGE	ACTUAL COST
MILEAGE	\$0.65/MILE
MAILING AND POSTAGE	ACTUAL COST





AGENDA ITEM REVIEW FORM

Work Session

2. C.

Meeting Date: 05/05/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a possible public art project. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

This item is to present to City Council the possibility of allowing a mural to be painted at the Cesar Chavez Cultural Center Building.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED 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):

Item for discussion only.

Attachments

Draft

Cultural Center







AGENDA ITEM REVIEW FORM

Work Session

2. D.

Meeting Date: 05/05/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks' presentation during the 4th of July Celebration. **(Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

The City of San Luis, Parks & Recreation Department, has been working with Lantis Productions, Inc., for many years in using their services for the fireworks' presentation at the 4th of July event. For over 10 years, Lantis has provided us with exceptional service and has helped make our event be a memorable one for all of our residents. Lantis has been in the business since 1945 and has a national reputation. Pyrotechnics, by their very nature, are explosive and extremely dangerous devices that should only be handled by trained and experienced professionals. The City of San Luis knows of Lantis Productions, Inc., and has a long-standing proven track record with them.

The amount that is being spent is less than \$35,000.00 and is within the range of the San Luis City Code-Purchasing Section § 3.05.010 (D). This section provides in part that a written explanation can be maintained with the purchasing documents explaining why quotes were not obtained. Because this is a unique and dangerous service, and it would be unwise to deal with an unknown provider. This is why staff would like to inform the City Council the reason why Parks & Recreation is not seeking three (3) quotes for fireworks providers with the purchasing documents.

This year, the Lantis quote is \$32,400.00, which is \$12,000.00 higher than last year. The reason this year's firework display is quoted a bit higher is because staff would like to have two locations. One location would be at the Joe Orduño Park and the other location would be at the New East Park Site, located between 19th Street and 20th Street, off of 24th Street. This additional location would permit the fireworks display to be viewed by more residents within our City.

Legal staff is contacting the Risk Pool and working with Lantis to finalize the contract, so if the direction from Mayor and Council is to proceed, this matter will be on the regular agenda rather than the consent agenda with the final contract.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action item.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$32,400.00
BUDGETED AMOUNT: Budgeted for Fiscal Year 2021
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Special Services -
100-145-80005

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

Fiscal impact as described above. This expense was budgeted within the Recreation Department budget for Fiscal Year 2022 which is currently in progress.

Attachments

Draft Lantis Fireworks Contract 2021
Lantis Fireworks Invoice 2021
Purchasing Code Memo - 4th of July Celebration Fireworks

50%/50%

Show: 21049

FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT, entered into on January 28, 2021 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and San Luis of Arizona (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of Th Thousand Four Hundred and No/100 (\$32,400.00) DOLLARS, in United States Currency, according to the following terms and conditions:

1. Due upon execution of contract	\$ 16,200.00
2. Due ten days prior to the show	\$ 16,200.00
Total:	\$ 32,400.00

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on July 4, 2021. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only, the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Arizona. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

LANTIS

Executed on behalf of LANTIS PRODUCTIONS INC. on January 28, 2021 at Fairfield, UT.

Lantis Productions Inc.

by: 

Kenneth L. Lantis, President

CLIENT

**Executed on behalf of _____ this day of _____, 2021
at,**

by: _____

Title: _____

CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show 21049

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: San Luis

Billing Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

Show Date: July 4, 2021 Approximate Time: 10:30 PM Length of Show: 20 min

Show Location: Joe Orduno Park
 965 North Park Ave.
 San Luis, Arizona 85349

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2ND Alternate

Louie Galaviz

Hank Green

Name

Name

P.O. Box 1170

P.O. Box 1170

Address

Address

San Luis, Arizona 85349

San Luis, Arizona 85349

City, State, Zip

City, State, Zip

Phone Office 928-341-8535

Phone Office 928-446-1535

Home _____

Home _____

Cell 928-919-8613 _____

Cell _____

Specific Address of Display Site:

Joe Orduno Park
965 North Park Ave.
San Luis, Arizona 85349

Routing to Location from Major Highway:

1-8 to 16th street. Take a left on 16th St. to Ave B. Take left on Ave B- all the way to San Luis. Take left on Juan Sanchez Blvd. Take Left into Joe Orduno Park.

Extremely Important Nearest Airport:

Yuma International Airport

Approximate Distance: 20 miles Miles

Additional Comments. _____ Use: reverse side if needed.

INSURANCE CERTIFICATE REQUISITION
Lantis Productions Inc

Show: 21049

Client Name: San Luis

Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

Display Date: July 4, 2021

Approximate Time: 10:30 PM

Location of Display: Joe Orduno Park
965 North Park Ave.
San Luis, Arizona 85349

Exact Names of those to be insured: City of San Luis

Name of Site Property Owner: City of San Luis

Insurance Certificate is to be issued to: City of San Luis

Title: Parks & Rec Director Phone: 928-341-8535

Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show: 21049

Dear Customer: San Luis

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.



LANTIS
Fireworks & Lasers

Lantis Fireworks & lasers

P.O. Box 491
Draper, Utah 84020
801-768-2255 fax 801-768-2433

Invoice No. **21049**

INVOICE

Customer

Name San Luis
Address 965 North park Ave
City San Luis State AZ Zip 85349
Phone 928.341.8535

Date 4/23/2021
Order No. _____
Rep Ken
FOB _____

Qty	Description	Unit Price	TOTAL
1	Display Show	\$32,400.00	\$32,400.00
<p>Please reference the invoice number when making your payment.</p> <p>Thank you!!!!</p>			

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$32,400.00
Shipping & Handling	\$0.00
Taxes	State
TOTAL	\$32,400.00

Office Use Only

Thank You

Date: April 28, 2021

To: Monica Castro, Finance Director
Angelica Cifuentes, Purchasing Agent

From: Kay Marion Macuil, City Attorney

Copy: L. Galaviz, Parks and Recreation Director

Re: Contract with Lantis Productions, Inc. in the Amount of \$32,400.00
For the 4th of July Fire Works

The attached Contract with Lantis Productions, Inc. and its attachments are submitted for installment payments as directed in the contract.

The Parks and Recreation Department did not solicit 3 written quotations because: Fireworks are explosive and dangerous by nature. Only trained professionals should handle fireworks. Lantis Productions, Inc. has been in the business since 1945 and has a national reputation. San Luis has contracted with Lantis Productions for more than 10 years without a safety incident. It would not be prudent to deal with an unknown provider for this inherently dangerous service.

The San Luis City Code-Purchasing Section 3.05.010 (D) States:

*\$15,000.00 to \$34,999.99. Whenever any contemplated purchase for the sum of at least \$15,000 but not more than \$35,000 the requisitioning department with the assistance of the Purchasing Department shall solicit three written quotations (inclusive of all cost) from vendors and submit them to the Purchasing Department, for awarding to the lowest responsive quote. If three written quotations cannot be obtained, documentation showing vendors contacted that did not offer price quotations, or **explaining why price quotations were not obtained shall be maintained with the purchasing documents.** (Bolding added for emphasis).*

This memo serves as the explanation why the Parks and Recreation Department did not solicit 3 quotes.



AGENDA ITEM REVIEW FORM

Work Session

2. E.

Meeting Date: 05/05/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any on all matters regarding the purchase of outdoor fitness equipment for city parks and pathways. **(Lizandro Galaviz, Director of Parks and Recreation)**

SUMMARY:

The Parks and Recreation Department would like to add new features to our city parks, and future pathways, so our community can have a diverse way to exercise outdoors. Currently, our parks do not have fitness areas, and staff has been working on a way to change this. Staff has reached out to Davebang Associates Inc. for assistance and requested a quote for items that would be of great use for the community. Staff have worked with Davebang Associates Inc. for many years and have purchased various playground equipment for the city parks. The items that have been quoted are a row machine, fitness bike, sit-up station, twist and step, double leg press, and push up/dip station.

Davebang Associates Inc. is part of the Mohave State Contracts cooperative purchasing, and the contract for all these items for a total of \$15,666.68. City Code-Purchasing § 36.09 allows for cooperative purchasing, ensuring that the City is getting the best prices in the market.

Staff would also like to request that the Mayor and City Council approve a budget transfer from the Parks Department and Public Works - Fleet Division. Staff will be working with Public Works in regard to this purchase and will use unused Capital Improvement Projects (CIP) funds from the delayed construction of the Fleet Shop Project. Staff is open to any recommendations or directions Mayor and City Council may have in regard to this purchase.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$15,666.68
BUDGETED AMOUNT:	NO
AVAILABLE AMOUNT TO TRANSFER:	\$15,667.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact

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

Due to this purchase not being budgeted for FY 20-21, staff would like to seek approval from Mayor and City Council in a budget transfer for the Parks Department. Staff would like to transfer a total of \$10,000.00 from the Gas/Oil, Dues/Subscriptions, Software Support, Contractual Services and Maintenance/Other GL Accounts to the 100-999-90000 Capital Outlay Equipment account to cover this purchase. Staff is working with the Public Works Department and will count with their assistance with this expense as well. The Public Works Department will be providing the remaining budget needed for this purchase using their Fleet Division unused CIP GL Account 100-999-90015.(Fleet Shop Project) From this account, \$5,667.00 will be transferred into 100-999-90000 Capital Outlay Equipment Account to complete this purchase. This amount is available due to unused funds left over from delayed construction of the Fleet Shop Project. (Additional budget transferred attached)

Attachments

Davebang Associates Inc. - Park Fitness Equipment Quote
Budget Transfer - Outdoor Fitness Equipment
Budget Transfer - Outdoor Fitness Equipment (Fleet Division)



Estimate

AZ120642

To: **City of San Luis**
Attn: Lizandro Galaviz
965 N. Park Avenue
San Luis, AZ 85349

Estimate Date 05/03/2021	Salesperson Andrew Ross
------------------------------------	-----------------------------------

San Luis Fitness

Estimated Shipping Date 6-8 Weeks	Shipped Via Truck - AZ	FOB San Luis	Terms Net 30 Mohave #190-BANG-0221	
Quantity	Description		Unit Price	Total Extended
1	"Drawing # A21028SP" ExoFit Outdoor Fitness #XO-029 Row Machine		\$1,999.00	\$1,999.00
1	ExoFit Outdoor Fitness #XO-025 Fitness Bike		\$1,999.00	\$1,999.00
1	ExoFit Outdoor Fitness #XO-021 Sit Up Station		\$1,899.00	\$1,899.00
1	ExoFit Outdoor Fitness #XO-047 Twist & Step		\$2,699.00	\$2,699.00
1	ExoFit Outdoor Fitness #XO-133- Leg Press (Double)		\$2,599.00	\$2,599.00
1	ExoFit Outdoor Fitness #XO-039 Push Up/Dip Station		\$1,899.00	\$1,899.00
	Subtotal			\$13,094.00
	Less Mohave Discount			(\$1,964.10)
1	ExoFit Shipping		\$3,613.00	\$3,613.00
<i>THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>			Subtotal	\$14,742.90
THANK YOU FOR THIS CHANCE TO ESTIMATE			Tax (8.3%)	\$923.78
<small>Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.</small>			Total	\$15,666.68

Accepted By _____ Signature: _____ Date: _____
 Print Name: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Terms & Conditions

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *For AZ M.R.R.A. Projects ONLY, price includes any tax that was paid at the Point of Purchase unless otherwise noted.
- *Tax NOT included unless otherwise noted - Tax will be added to your invoice if approved exemption certificate is not received by product ship date.
- *Customer responsible for quoted quantities and model numbers, please check!
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges of 3% to quote total will apply.
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Mesa, AZ.

3. Shipping / Unloading

*Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload

**IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.

*Equipment will ship to Dave Bang Associates yard in Mesa, AZ. If installation was purchased, the installers will deliver to site at the time of installation. Please request an updated or revised quote if any of the equipment will ship elsewhere.

*If quoted, Will Call Pick up address and times are:

Dave Bang Associates, Inc.

140 N. Gilbert Road, Mesa, AZ 85203

Appointments Required: Monday-Friday from 8:00am to 2:00pm

*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

*NOTE: Some Engineered Wood Fiber will be left outside play area after installation if installation has been purchased

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal.

5. General Notes for Purchased Installation

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal

*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal

*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.

*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.

*UTILITY CLAUSE: Installation to include marking of utilities by Blue Stake. Blue Stake CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.

*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.

*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.

*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.

*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.

- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

- *Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48-Hour Manned Security is NOT included for rubber unless otherwise noted.

9. Ramada / Shade Shelters

- *Ramada / Shade Shelter installation price EXCLUDES - unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.
- *Ramada / Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Ramada / Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Prevailing Wages

- *Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.
- *If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

11. Stock Items

*DBA Stock Item(s): Model number and color based on availability at time of order - taken from Scratch & Dent / Overstock - sold AS IS with NO warranty. Photo (s) of stock item(s) available upon request at the time of order.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

- Umbrella / Excess Liability:
 - Each Occurrence - \$2,000,000.00
 - Aggregate - \$2,000,000.00
- General Liability Limits:
 - Deductible - \$2,500.00
 - Each Occurrence - \$1,000,000.00
 - Damage to Rented Premises - \$100,000.00
 - Medical Expense - \$5,000.00
 - Personal & Adv Injury - \$1,000,000.00



Estimate

AZ120642

General Aggregate (per project) - \$2,000,000.00

Products Comp/OP Agg - \$2,000,000.00

Excludes Contractual Liability

Available Endorsements:

Additional Insured Ongoing Operations CG2010

Additional Insured Completed Operations CG 2037

Primary Noncontributory IFG-G-0094

Waiver of Subrogation CG 2404

Per Project Aggregate IFG-G-0065

Per Location Aggregate IFG-G-0064

Auto Liability Limits:

(Any Auto, Hired Autos, Non-Owned Autos)

Combined Single Limit \$1,000,000.00

Available Endorsements:

Auto Blanket Additional Insured/Waiver of Subrogation CAT353

Workers Compensation and Employers Liability:

Each Accident - \$1,000,000.00

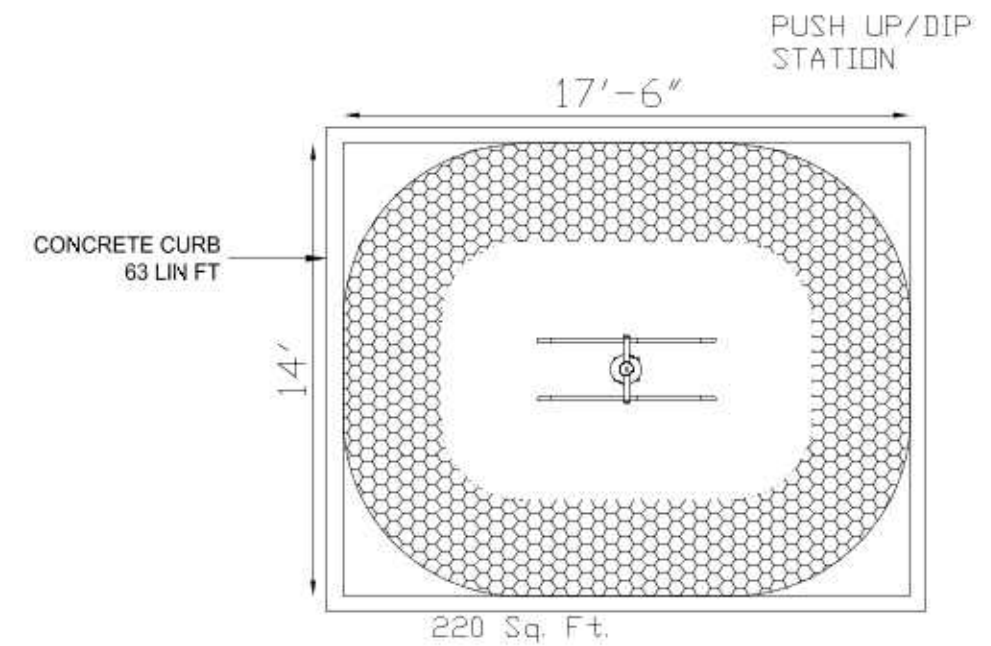
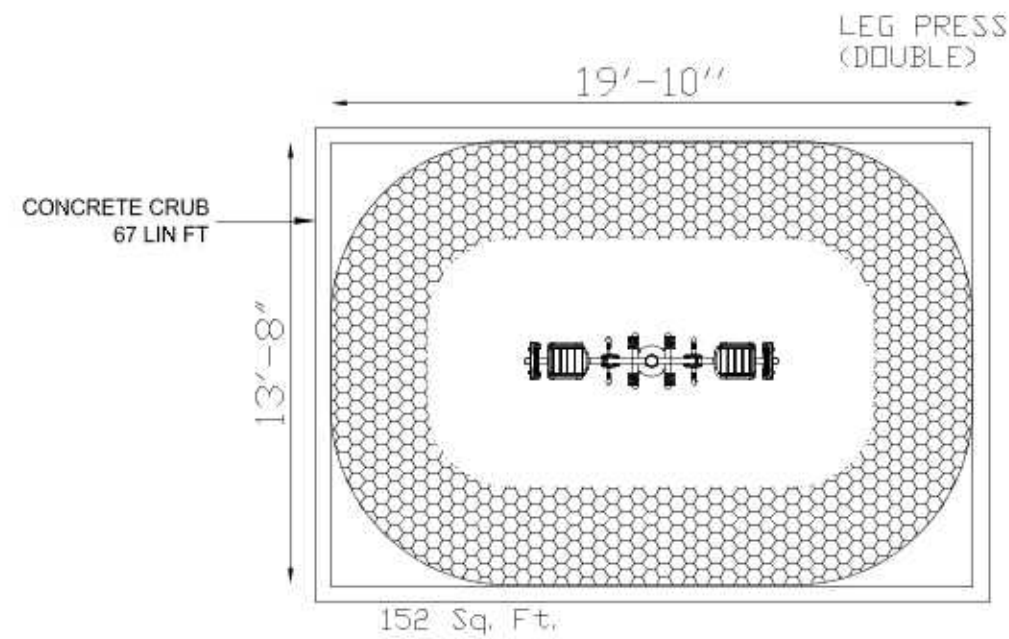
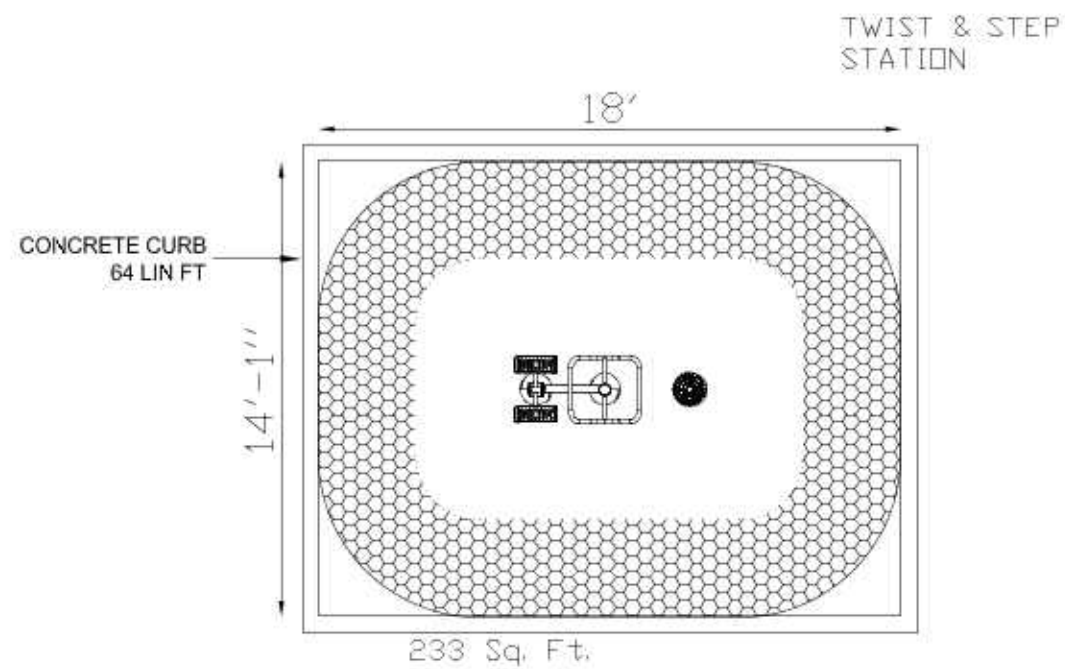
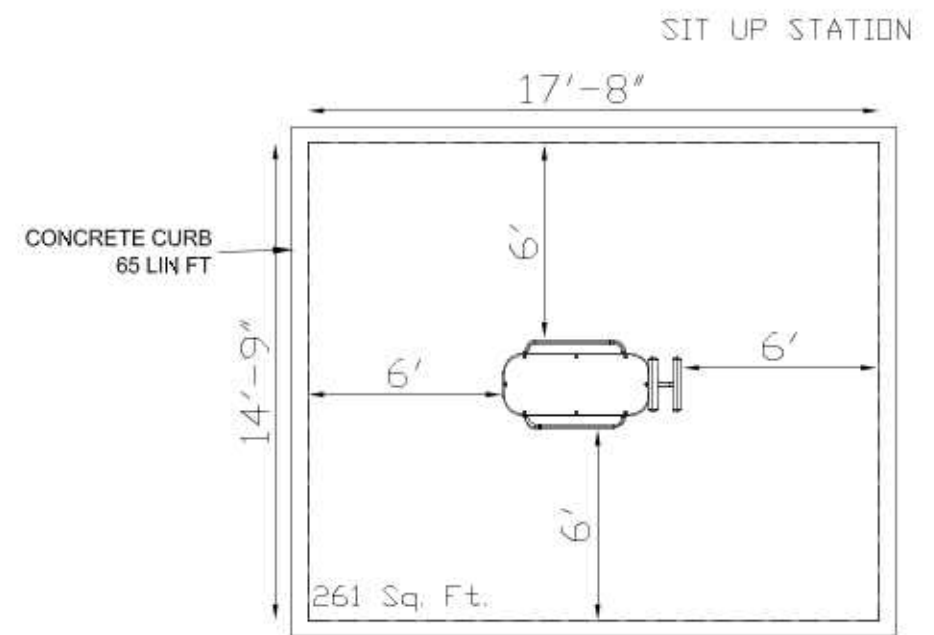
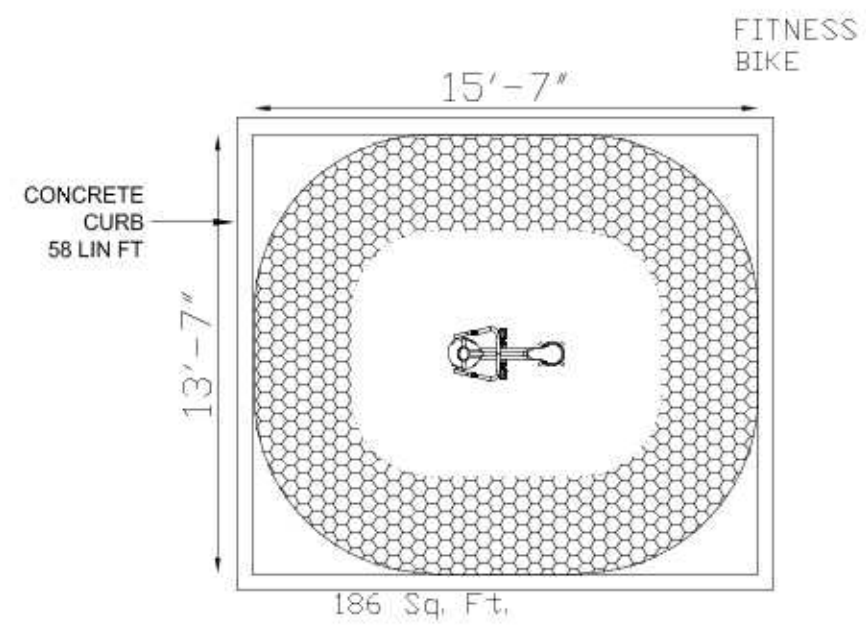
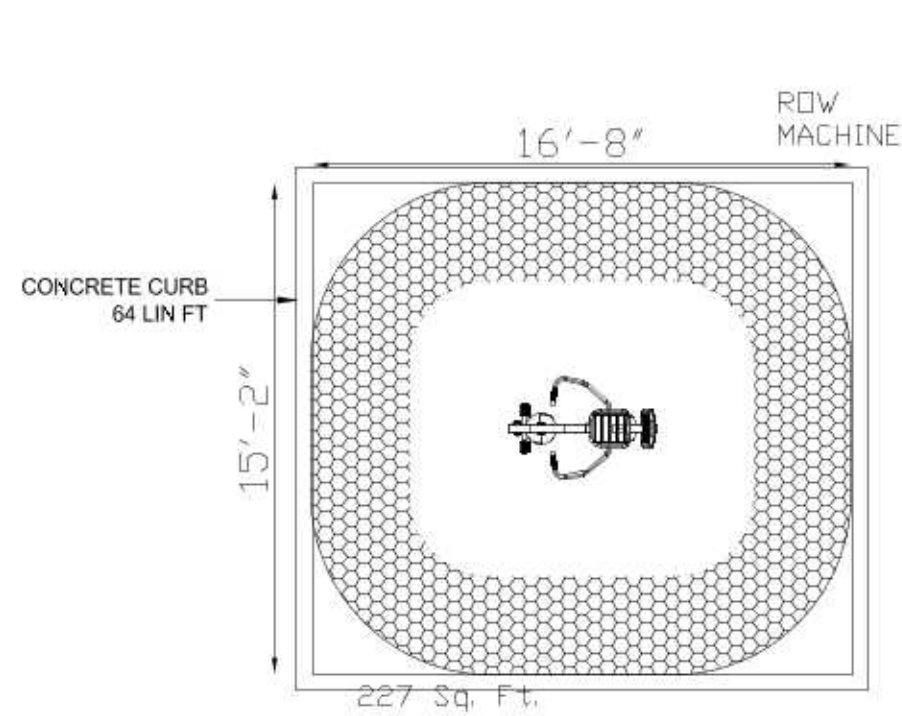
Disease (Ea Employee) - \$1,000,000.00

Disease (Policy Limit) - \$1,000,000.00

Waiver of Subrogation Endorsement available upon request

AZ WC000313

Initial: _____



MANUFACTURERS:

PLAY STRUCTURE AND LAYOUT OF THE COMPONENTS CONFORM TO
ASTM F1487-17 AND CPSC #325 GUIDELINES.

PROJECT:

SAN LUIS FITNESS
SAN LUIS, AZ

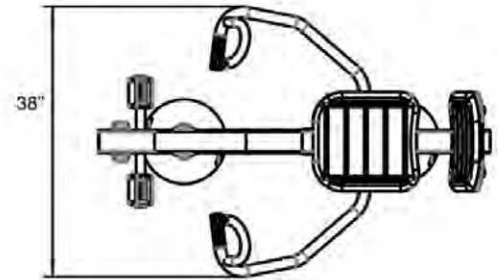
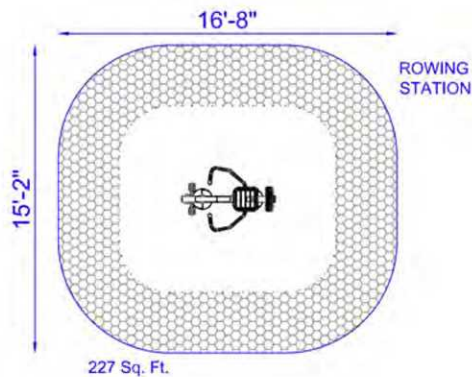
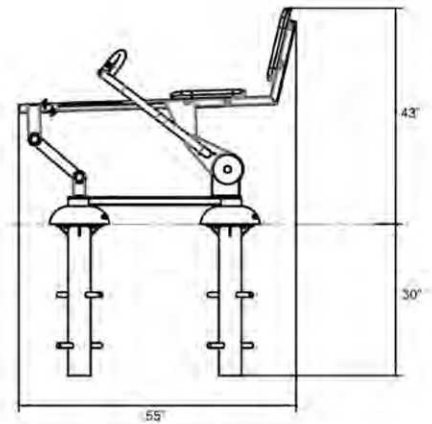
DESIGNED BY:
ANDREW ROSS
FEBRUARY 17, 2021
DRAWING #
A21028SP

DESIGNED FOR:
AGES
13+

since 1979
davebang
associates inc. 
park+playground



Row Machine XO-029



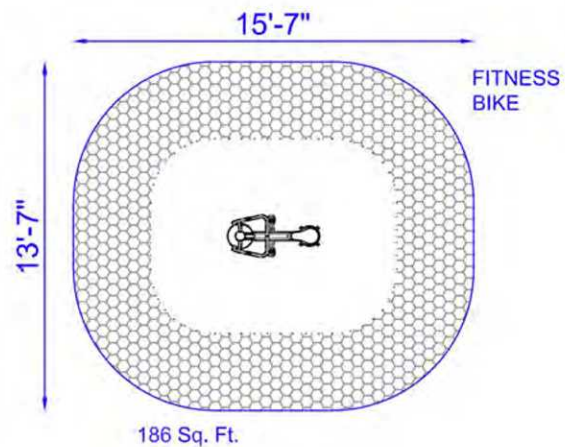
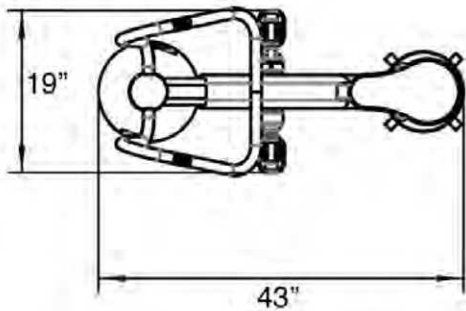
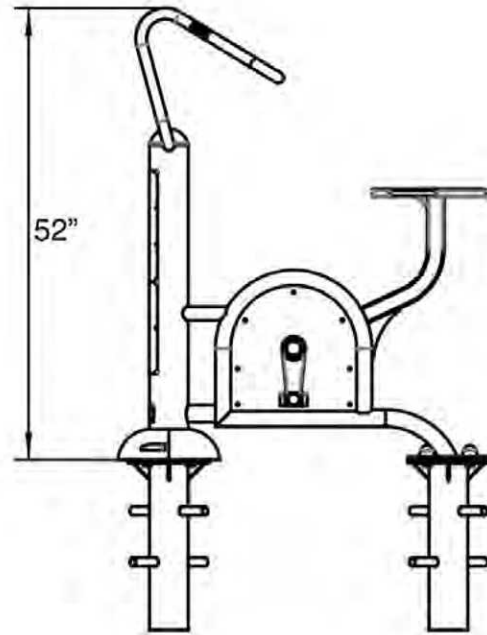
Muscle Focus: Upper Back, Lower Back, Shoulders and Biceps

Training: Using a portion of your body weight as resistance, this machine helps develop strength in your back, shoulders and biceps, while giving a great cardio workout.

Critical Fall Height: 30"

Users: Intended for use by ages 13 and older.

See ExoFit warranty for complete details.



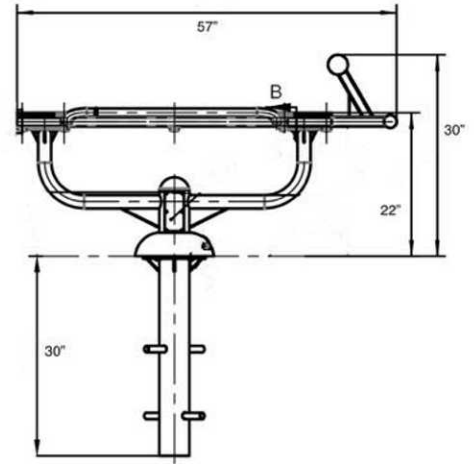
Muscle Focus: Lower Body

Training: A great low-impact cardio workout, that can also strengthen the thighs, gluteus and calves.

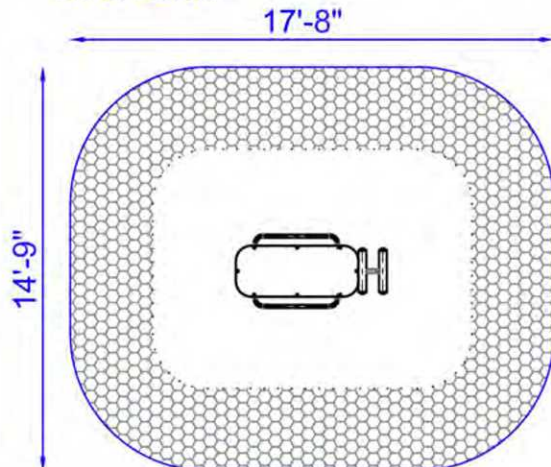
Critical Fall Height: 31"

Users: Intended for use by ages 13 and older.

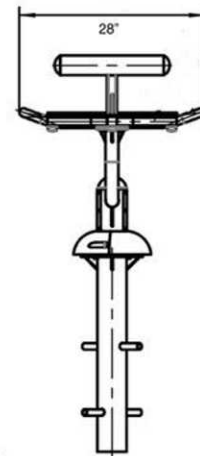
See ExoFit warranty for complete details.



SIT UP BENCH



240 Sq. Ft.



Muscle Focus: Core and Back

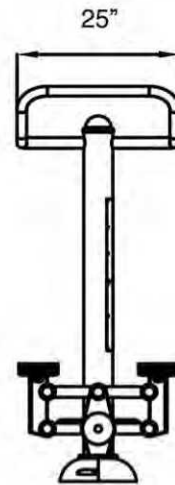
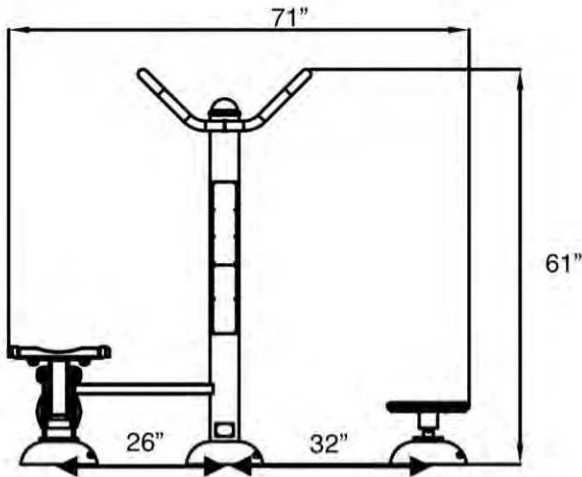
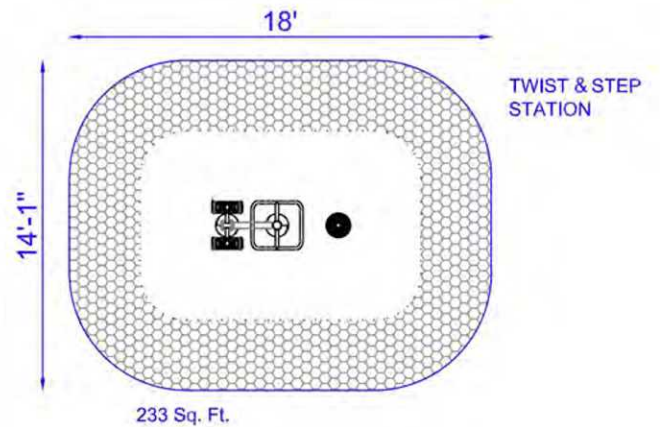
Training: This exercise can improve the strength of the abdominal muscles, as well as the flexor group of muscles of the hip and up pert high. It can be used for sit-ups, leg raises and back stretches

Critical Fall Height: 22"

Users: Intended for use by ages 13 and older.

* See ExoFit warranty for complete details.

Twist & Step XO-047



Muscle Focus: Quadriceps, Thighs, Calves and Abdominals

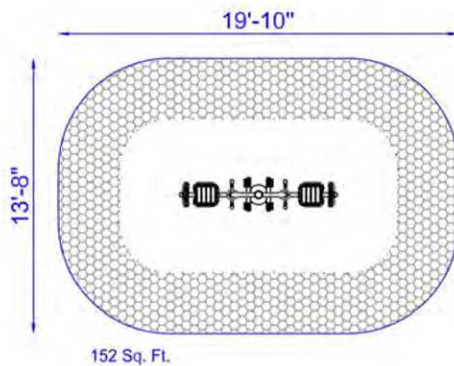
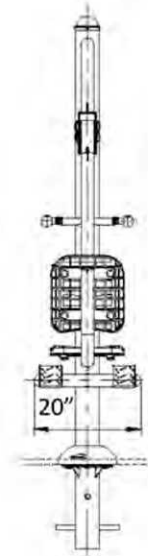
Training: The stepping side strengthens your legs while improving your cardiovascular fitness. The twisting side works your abdominals and core while stretching your back and improving your flexibility.

Critical Fall Height: 17"

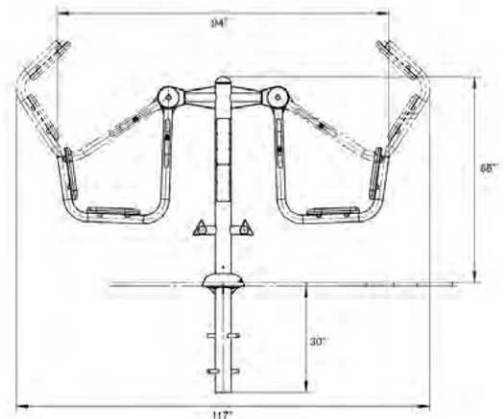
Users: Intended for use by ages 13 and older.

See ExoFit warranty for complete details.

2-Person Leg Press XO-033



2-PERSON LEG
PRESS



Muscle Focus: Strengthens Leg muscles (particularly Quadriceps and Calves), as well as Gluteus Maximus

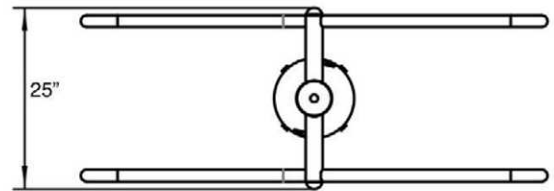
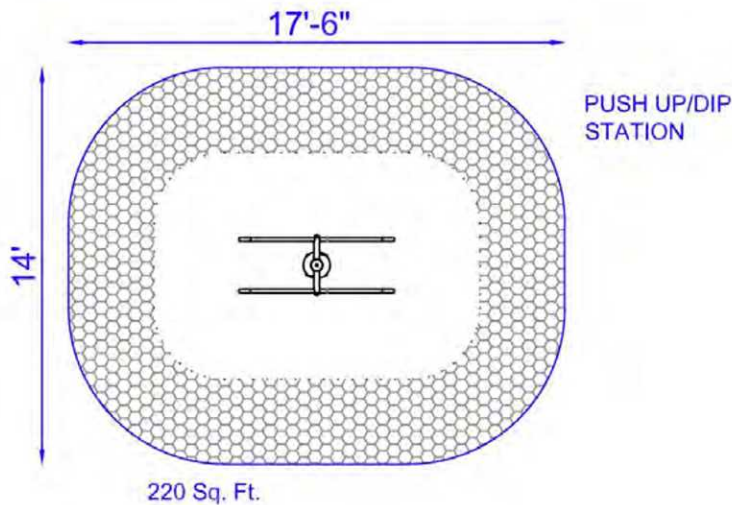
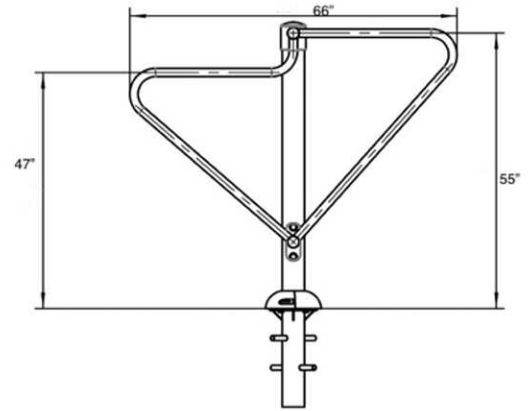
Training: Sit on the chair and step on the footboard. Stretching legs with force and recover slowly. Repeat. An important workout for developing leg strength, this piece is effective in using your own body weight for resistance.

Critical Fall Height: 48"

Users: Intended for use by ages 13 and older.

See ExoFit Warranty for complete details.

Push-up/Dip Station XO-039



Muscle Focus: Triceps, Biceps, Shoulders, Chest and Core

Training: This multipurpose product can be used for Tricep dips and Push-ups

Critical Fall Height: 55"

Users: Intended for use by ages 13 and older.

See ExoFit warranty for complete details.



AGENDA ITEM REVIEW FORM

Work Session

2. F.

Meeting Date: 05/05/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the needs of the current retention basins. **(Council Member Gloria Torres and Lizandro Galaviz, Director of Parks & Recreation)**

SUMMARY:

This item was placed in the work session for May 5, 2021 as requested by Council Member Gloria Torres.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A



AGENDA ITEM REVIEW FORM

Work Session

2. G.

Meeting Date: 05/05/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding activities, projects, and possible additional efforts of the City of San Luis to promote the services that the city provides to the community including but not limited to infrastructure improvements and publicity for local businesses.

(Council Member Gloria Torres; Marlene Lara, Assistant to City Council/PIO; Eulogio Vera, Director of Public Works; Lizandro Galaviz, Director of Parks & Recreation; and Jenny Torres, Economic Development Manager)

SUMMARY:

This item was placed in the work session for May 5, 2021 as requested by Council Member Gloria Torres.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A



AGENDA ITEM REVIEW FORM

Work Session

2. H.

Meeting Date: 05/05/2021

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding conducting evaluations of the City Attorney, City Administrator, Court Magistrate, Fire Chief and Police Chief. **(Council Member Gloria Torres)**

SUMMARY:

This item was placed in the work session for May 5, 2021 as requested by Council Member Gloria Torres.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

Fiscal Impact

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

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED AMOUNT: N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

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

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

N/A

Attachments

Municipal Court Roles and Responsibilities

Municipal Court Governance Roles and Responsibilities

Contents

- A. **Supervision and Management**.....4
 - 1. City or town responsibility to maintain a municipal court.....4
 - 2. Coordination in consolidating a municipal court.....4
 - 3. Legal status of municipal courts.....4
 - 4. Relationship between the municipal court and city or town.....5
 - 5. Authority to administer the municipal court.....5
 - 6. Municipal court operational reviews and audits.....6
 - 7. Authority to set municipal court hours of operation.....6
 - 8. Authority to require the judge to attend court every business day and use attendance as a criterion for evaluating the judge’s performance.....7
 - 9. Reporting judicial misconduct8

- B. **Budget and Finances**.....8
 - 1. Responsibility for providing staff and other resources to ensure effective court operations.....8
 - 2. Preparation of the municipal court budget and requirement to follow city or town budget and finance procedures.....9
 - 3. Authority of the municipal judge to move funds between budget line items and to make fiscal-neutral staff reassignments.....9
 - 4. Authority to direct the expenditure of funds appropriated to the court through state statutes or municipal ordinances.....10
 - 5. Responsibility for collection of court fine, sanction, restitution, and bond payments.....10

6.	<u><i>Court collection of fees in addition to those expressly provided in Arizona Revised Statute § 22-404.</i></u>	11
7.	<u><i>Authority to resolve fines and civil sanctions that are determined to be uncollectible.</i></u>	11
8.	<u><i>Disposition of interest earned on funds designated for use by the court.</i></u>	11
C.	<u>Personnel</u>	11
1.	<u><i>Appointment and reappointment of municipal judges.</i></u>	11
2.	<u><i>Obligation to pay judicial salaries.</i></u>	12
3.	<u><i>Judge’s refusal/waiver of payment of the judge’s salary.</i></u>	12
4.	<u><i>Authority of the city or town to conduct performance reviews of the presiding municipal judge.</i></u>	12
5.	<u><i>Requirements for appointing a part time municipal judge.</i></u>	13
6.	<u><i>Procedures for appointing "special judicial officers" such as associate magistrates.</i></u>	13
7.	<u><i>Authority to hire, supervise, discipline, and terminate municipal court employees.</i></u>	14
8.	<u><i>Role of the city or town manager concerning the need for court personnel.</i></u>	14
9.	<u><i>Role of the city or town manager and finance department in approving travel arrangements for judges and court staff to attend compulsory educational conferences and meetings.</i></u>	15
10.	<u><i>Applicability of city or town personnel rules to employees of the municipal court.</i></u>	16
11.	<u><i>Liability for court operations and employees.</i></u>	16
12.	<u><i>Authority over employees assigned to the court on a part-time basis.</i></u>	17
D.	<u>Facilities</u>	17
1.	<u><i>Responsibility for providing facilities, staff, and other resources to ensure the safe and effective operation of the court.</i></u>	17
2.	<u><i>Use of the courtroom by the city or town for non-judicial purposes.</i></u>	18

E. Records18

1. *Responsibility for maintaining municipal court records.*.....18

2. *Availability of court records to city or town personnel not employed by the court.*
.....18

Introduction

In 1994, the Arizona Administrative Office of the Courts (AOC) developed the predecessor of this document, titled the Municipal Court Q&A, in response to questions posed by the Arizona League of Cities and Towns concerning the relationship between local governing bodies and their municipal courts. Since then, the AOC, Legal Services Office has received and responded to additional questions on this subject and produced additional versions of the Q&A that we provided to the League for comment and distribution to members. Recently, AOC staff worked with a committee of judges and court administrators to address suggested changes, expand, reformat, and reorganize the Q&A to produce the current municipal court document.

This document is provided as guidance to judges, court staff, and city officials to assist in resolving the most common issues involving the relationship between the municipal court and other branches of city or town government. It does not address all the issues that may arise and the answers given may not apply in every situation, but it is designed to provide some clarification about respective roles and responsibilities concerning the operation of the municipal court. General and specific (where available) authority is provided for the content in the footnotes of this document.

This document represents the AOC’s understanding of relevant constitutional provisions, statutes, rules, case law, and court orders.

1. *City or town obligation to maintain a municipal court.*

State law requires municipalities to maintain a court to adjudicate cases involving criminal, civil traffic, and ordinance violations committed within the city or town limits.¹ The municipality may establish its own court or enter an intergovernmental agreement with either a justice court with jurisdiction within the municipality or another municipal court within the same county to handle those cases.

¹ A.R.S. § 22-402.

2. *Coordination in consolidating a municipal court.*

A municipality is authorized to enter into an intergovernmental agreement² for performance of the services of its municipal court by either a justice of the peace court in whose jurisdiction the municipality is located or another municipal court within the same county.³

Notice of opening, closing, consolidating, co-locating, or splitting of courts should be provided to the Administrative Office of the Courts and assistance will be provided upon request. To facilitate creating or changing the administration or operation of courts, Court Services has created a document, Guidelines for Courts: Opening, Closing, Consolidating, Co-locating and Splitting Courts, which provides checklists about governance, external agencies, automation, financial, forms, records management, and staffing.

3. *Legal status of municipal courts.*

In Winter v. Coor, 144 Ariz. 56, 59, 695 P.2d 1094, 1097 (1985), the Arizona Supreme Court held that magistrate (municipal) courts are part of the integrated judicial department of this state, citing Article VI, § 1 of the Arizona Constitution. Consequently, municipal courts have authority and duties under the state constitution and statutes in addition to their duties as part of municipal government, must be administered as a separate branch of municipal government pursuant to Ariz. Const. Art. III, and are subject to the administrative authority of the Supreme Court pursuant to Ariz. Const. Art. VI § 3.

4. *Relationship between the municipal court and city or town.*

In Winter v. Coor, the Supreme Court held that municipal judges are judicial officers, not officers or agents of the town⁴. The Court further acknowledged the necessity of maintaining municipal courts as fair, independent, and impartial tribunals, and the importance of preserving the public's perception of these courts as impartial and unbiased. So, while the judge is selected in the manner set forth in the municipal charter or ordinances, and the judge's compensation is set by the governing body of the city or town, any other authority over the municipal court is limited by the need for the courts to operate in a fair, independent and impartial manner. Interference that impedes the court from carrying out the impartial administration of justice violates the distribution of powers provision of the Constitution of the State of Arizona, and the fundamental principles of our constitutional form of government. The municipal court, consistent with relevant constitutional provisions, statutes, and case law, must maintain its impartiality while fostering a cooperative relationship with the executive and legislative departments of municipal government. The court is not part of the city or town

² A.R.S. § 11-952.

³ A.R.S. § 22-402(C).

⁴ 144 Ariz. at 62, 695 P.2d 1049, 1100.

administration subject to the supervision of the manager.⁵ Rather the court is the judicial department of municipal government and part of the judicial branch of state government subject only to the judicial appointments, reasonable policy-making, and appropriations authority of the council.

5. *Authority to administer the municipal court.*

Through Supreme Court [Administrative Order No. 2005-32](#), the chief justice delegated Art. 6, § 3 administrative supervisory authority to the presiding superior court judge of each county and to the presiding judge of each municipal court. “Presiding judges shall be the Chief Judicial Executive Officers of their respective counties and shall exercise administrative supervision over the superior court including all of its divisions and judges thereof in their counties. “Presiding judges shall also exercise administrative supervision over the municipal courts in their counties.” The presiding judge of the county delegates administrative duties to the presiding municipal court judges in the county.

[Administrative Order 2005-32](#) specifically provides that presiding municipal court judges may appoint a court administrator according to local charter or ordinance provisions. The presiding municipal court judge supervises judges, judicial staff, and non-judicial staff while they are performing work for the court. Presiding municipal court judges are also specifically authorized to supervise the internal administrative functions of the court including personnel, training, facilities, procurement, finance, and court security. Presiding municipal court judges oversee court administrative operations including:

- Preparing and submitting an annual budget for the court.
- Establishing and maintaining docketing, calendaring, case management policies and procedures, and court automation systems.
- Setting bond schedules.
- Reporting case activity statistics.
- Jury management.
- Records management.
- Compliance with the Minimum Accounting Standards adopted by the Supreme Court.

6. *Municipal court operational reviews and audits*

Court operations are reviewed periodically by the AOC as part of the Supreme Court’s A.R.S. Const. Art. VI § 3 supervisory duties. Operational review reports may be obtained upon request by city officials.

The city or town may conduct a separate audit of the municipal court in a manner that does not impair the ability of the court to conduct business as required by

⁵It is our conclusion that the magistrate courts are indeed part of the integrated judicial department of this state.” [Winter v. Coor](#), 144 Ariz. 56, 59, 695 P.2d 1094, 1097 (1985).

A.R.S. § 22-402(A) and court rules. Fiscal or management audits or an organizational review of a municipal court may proceed with the agreement of the presiding judge as to the timing, scope, and nature of the audit or review in order to minimize the disruption of judicial proceedings. This agreement should not be unreasonably withheld. Any audit or review must not target a judicial decision of a court.⁶

The presiding municipal judge should be given the results of any such audit or review to determine whether any responsive action is warranted. The court is required to “provide the presiding judge of the county and the AOC Court Services Division a copy of all final reports, findings and evaluations from any audit within seven business days of receipt.” ACJA § 1-401(G)(3).

7. *Authority to set municipal court hours of operation.*

The city or town legislative body may set the days and hours of operation of the municipal court in the same manner as the hours of other municipal offices are established under a charter or ordinance. This could include closing the court some days of the week, requiring furlough days, and holding night sessions, in addition to regular day time hours, if the city or town provides sufficient judicial and support staff for such sessions.⁷ The presiding judge's recommendation regarding the optimal hours of court operation should be sought and given great deference.

Such hours must not conflict with hours of the municipal court set by other authority such as statutes, the Arizona Rules of Court, or the presiding judge of the county. The hours must not be set in such a manner as to unreasonably impede the public's access to justice or impair the court's ability to conduct its business consistent with the operation of the entire justice system in the county.⁸ This includes effective arrangements for coverage of orders of protection, initial appearances, and any other matters required to be addressed over a weekend.

8. *Authority to require the judge to attend court every business day and use of attendance as a criterion for evaluating the judge's performance.*

Such an ordinance would be unreasonably intrusive upon the administration of the municipal court and is, therefore, inconsistent with distribution of powers principles. Due to illness and other necessary absence for personal reasons, no officer or employee can perform or reasonably be expected to perform assigned duties every day of the year except weekends and holidays. Leave policies are established for employees to provide for absence for personal reasons. Of course, a leave policy for judges could be adopted as well. However, a judge is expected to perform the established duties of the office for the established salary without regard for the time required. Leave policies and practices are matters of internal

⁶ Ariz. Const. Art. III.

⁷ A.R.S. § 22-402.

⁸ Ariz. Const. Art. III; A.R.S. § 22-402(A).

court administration appropriately within the authority of the presiding municipal judge to operate the court in a manner that best serves the administration of justice.⁹

Consistent with distribution of powers, an ordinance could require that the municipal court be open and appropriately staffed to conduct court business. This is also consistent with the approach to court hours taken in Art. 6, § 17 that requires the superior court be open except on non-judicial days, and the requirement in A.R.S. § 38-401 that requires all state offices be open at specified times. However, requiring that a judge be present during all hours that the court is open goes far beyond what is reasonably needed to assure that the court be open and operating effectively and, instead, intrudes upon the presiding municipal judge's discretion to manage the court in a manner that achieves this legitimate objective of municipal government.

Winter, 144 Ariz.at 64, 695 P.2d at 1102 and Jett v. City of Tucson, 180 Ariz. 115, 123, 882 P.2d 426, 434 (1994), imply that the city or town council clearly has responsibility and authority to evaluate judges in order to determine whether a judge should be appointed for an additional term. However, it would not be reasonable to negatively evaluate a judge for not being present at the municipal court due to absence for legitimate personal reasons or to perform other professional duties as discussed above.

9. *Reporting Judicial Misconduct.*

The Arizona Commission on Judicial Conduct, created by Article VI.I of the Arizona Constitution receives and investigates reports of judicial misconduct. The Commission posts information on its website about the complaints it has received and how they were resolved for complaints dating back to 2006, *see* azcourts.gov/azcjc.

B. Budget and Finances

1. *Responsibility for providing staff and other resources to ensure effective court operations.*

The case law is clear that municipal courts are part of the state's integrated judiciary (Winter v. Coor) and therefore the same, or at least similar, standards

⁹ "Presiding municipal court judges shall supervise the administration of the judicial and internal administrative functions of the municipal court including: a. Determining judicial assignments for each judge and, within guidelines established by city or town council, establishing and maintaining standard working hours and times to effectively discharge those assignments." Administrative Order 2005-32(C)(3). A judge with supervisory authority for the performance of other judges shall take reasonable measures to ensure that those judges properly discharge their judicial responsibilities, including the prompt disposition of matters before them. Rule 81, Supreme Court Rules, Code of Judicial Conduct, Rule 2.12 (B).

apply to municipal courts as to the superior court.¹⁰ In Maricopa County v. Dann), the Supreme Court held that courts have a right to necessary personnel to carry out the court's constitutional and statutory duties, and that legislative bodies have the duty of approving personnel requests unless there is a clear showing that the judges acted unreasonably, arbitrarily, or capriciously in making the request. First, the presiding judge must follow the "procedure to request employment of necessary court personnel."¹¹ The presiding judge should not ignore the funding authority's policies or procedures because the judge merely disagrees with the policies and "an orderly fiscal policy is a governmental necessity and to order expenditures for personnel in excess of budget provisions might be unreasonable, arbitrary and capricious."¹² Additionally, courts should be mindful if a municipality is experiencing a fiscal deficit or shortfall and work cooperatively with the municipality to achieve a mutually agreeable solution. If the court follows the funding authority's policies and is still denied adequate staff or facilities, the court may, through its inherent powers, order the funding authority to provide for adequate staff or facilities.¹³

2. *Preparation of the municipal court budget and requirement to follow city or town budget and finance procedures.*

The presiding judge of the municipal court and the court administrator, if any, must prepare a budget for the municipal court.¹⁴ In doing so they must follow any budgeting and finance procedures established by the city or town.¹⁵ The state judicial department budget is separate from the Governor's budget and is presented directly to the legislature. Likewise, the municipal court's budget may be presented with the manager's budget or directly to the council. The budget process must yield funding necessary for the proper operation of the court. The local government must defer to the judge's determination of the financial needs of

¹⁰ 157 Ariz. 396, 758 P.2d 1298 (1988) (Superior Court). "The municipal court can only engender proper respect for the law and provide justice in the individual case if the court is provided with sufficient judges, support staff, legal resource materials such as the Arizona Revised Statutes, training opportunities for court personnel and physical facilities to assure prompt, fair and dignified administration of justice. The Presiding Municipal Court judge responsible for the administration of the Municipal Court should be mindful of the needs of the court, and seek the cooperation of the funding authority to provide the funds required to meet those needs." Standard 8, Standards for Municipal Courts Revised Administrative Order 83-11 (Jan 17, 1990).

¹¹ Maricopa County v. Dann, 157 Ariz. 396, 398, 758 P.2d 1298, 1300 (1988).

¹² *Id.*

¹³ "Thus, while we recognize the inherent power of a justice court to require the providing of personnel in order to perform its necessary functions, this power should be exercised only when there is no established method for obtaining needed personnel or when a reasonable, good faith, diligent effort to utilize such methods has been attempted and has failed." Reinhold v. Board of Supervisors of Navajo County, 139 Ariz. 227, 232, 677 P.2d 1335, 1340 (Ct.App. Div. 1, 1984).

¹⁴ Administrative Order 2005-32, Presiding Judge – Municipal Court:

¹⁵ Maricopa County v. Tinney, 183 Ariz. 412, 904 P.2d 1236 (1995), Maricopa County v. Dann, 157 Ariz. 396, 758 P.2d 1298 (1988).

the court and the advisability of implementing any recommendations, unless the judge's determination is arbitrary, capricious or unreasonable.¹⁶

The municipal court must follow city or town expenditure procedures unless the Procurement Code for the Judicial Branch (PCJB)¹⁷ has been adopted by the Presiding Judge of the county to apply to the municipal court. Every court is required to follow a procurement procedure substantially equivalent to the PCJB.¹⁸ The authority of the municipal judge to make individual expenditures within the court's budget should be equivalent to the authority of the manager and subordinates to make expenditures within executive agency budgets.

3. *Authority of the municipal judge to move funds between budget line items and to make fiscal-neutral staff reassignments.*

The authority of the presiding municipal judge over the court's budget is provided by the city or town council and [Administrative Order 2005-32](#). In order to avoid distribution of powers conflicts between the presiding judge, the manager, and the council, the council should provide funding for the court in a manner that allows the presiding judge flexibility similar to the manager regarding how the monies are allocated. This avoids placing the manager in the role of approving court expenditures in a manner that intrudes upon the authority of the presiding judge to administer the court impartially pursuant to [Administrative Order 2005-32](#) or that interferes with court operations. As noted below, the presiding judge already has independent authority under state statutes to manage and expend monies collected or granted pursuant to statute.

4. *Authority to direct the expenditure of funds appropriated to the court through state statutes or municipal ordinances.*

If the monies at issue are state funds, such as judicial collection enhancement fund monies granted to the court under A.R.S. § 12-113 or time payment fees authorized to be expended under A.R.S. § 12-116, these monies must be spent only for the purposes stated in such grant or authorization. These funds are expressly provided for use "by the court" which means the presiding judge rather than the manager. Additionally, state statutes and the terms of grants typically prohibit use of state or grant funds to supplant or replace local funds for a particular court program or expenditure.¹⁹ If the monies at issue are generated pursuant to a municipal ordinance, the ordinance should provide how expenditure of the monies is authorized. Such ordinances should respect distribution of

¹⁶ [Reinhold v. Board of Supervisors of Navajo County](#), 139 Ariz. 227, 232 (Ct. of Appeals 1984) recognized the inherent power of a justice court "to require that personnel necessary for its function as a court be supplied by the board of supervisors unless such a request is arbitrary, capricious or unreasonable."

¹⁷ ACJA § 1-402.

¹⁸ ACJA § 1-402(B)(2).

¹⁹ See, e.g., A.R.S. §§ 12-102.02(E)(state aid to the courts fund); 12-113(C) (judicial collection enhancement fund); and 12-135(D)(alternative dispute resolution fund).

powers principles by providing the presiding judge discretion over expenditure of monies dedicated to funding court operations.

5. *Responsibility for collection of court fine, sanction, restitution, and bond payments.*

Under the direction of the presiding judge, the court must collect all fine, sanction, restitution, and bond payments imposed by the court and deposit them with the city or town treasurer, as required by A.R.S. § 22-407 and A.R.S. § 41-2401. The Supreme Court has adopted detailed minimum accounting standards to govern the handling of court payments by court personnel.²⁰

Arizona Rules of Criminal Procedure Rule 26.12(b), provides that payment of a fine, restitution, or both, must be made to the clerk of the superior court unless the court expressly directs otherwise. A.R.S. § 22-423 extends this rule to municipal courts. Although A.R.S. § 22-404 provides for ultimate payment to the city or town treasurer of all fines and forfeitures collected, the statute clearly implies that the municipal court must collect the payments. Other statutes also require or imply that procedure. With regard to bail and civil sanction deposits, A.R.S. § 22-424 requires the judge to establish schedules for traffic offenses and violations that do not involve death or a felony and to permit receipt of bail bonds and provided for acceptance of deposits for civil traffic violations on behalf of the court.

Further, A.R.S. § 28-1559(A)(2) requires every judge, magistrate, or hearing officer to, “keep a record of each official action by the court” and the “amount of the civil penalty, fine or forfeiture resulting from each traffic complaint deposited with or presented to the court...” Pursuant to the requirements of this section, it appears that fines and forfeitures should be collected by the court in order to ensure the accuracy of the records that the court is required to maintain. Consistent with judicial department Minimum Accounting Standards, the disposition of the funds received may be provided by ordinance or city policy to the extent it is not otherwise provided by law.

6. *Court collection of fees in addition to those expressly provided in A.R.S. § 22-404(B).*

A.R.S. § 22-404(E) provides that any city or town may establish and assess fees for court programs and services. Unless specifically prohibited by law, a particular fee is subject to deferral, reduction or waiver by the Judge in a case. Local fines and many local fees are subject to state surcharges.²¹

7. *Authority to resolve fines and civil sanctions that are determined to be uncollectible.*

²⁰ ACJA § 1-401.

²¹ Ariz. Atty. Gen. Op. I00-015 (June 22, 2000).

There is currently no statutory authority that would allow courts to forgive outstanding obligations in total.²² While the city or town may adopt procedures to “write-off” court obligations owed to the city or town, amounts to be transmitted to the state general fund or other state agencies may only be written off by the state or those agencies pursuant to state law.

8. *Disposition of interest earned on funds designated for use by the court.*

Unless otherwise provided, interest earned on an account must be deposited in that account to serve the purpose for which the account was established, [ACJA § 5-107\(C\)\(14\)](#) specifically provides “interest earned remains with the fund and may be used in support of the approved case processing plan.”

C. Personnel

1. *Appointment and reappointment of municipal judges.*

The Winter case requires appointment to at least a two-year term from which a judge may not be removed without cause. Jett v. City of Tucson suggests “Under contemporary standards, a 4-year term seems appropriate.”²³ Additionally, a change in the number of judges may not affect removal of a judge during the judge’s term.²⁴ Both cases imply that at the end of the term the judge may be removed without cause. However, a decision not to reappoint a judge may be held invalid when it is in retaliation for the judge’s refusal to “commit an act or omission that would violate the Constitution of Arizona or the statutes of this state,”²⁵ such as the separation of powers provided in Article III of the Arizona Constitution. Cities and towns have established judicial selection and performance review committees to make recommendations for appointment and reappointment of judges based upon merit. The recommendations of these committees should be given great weight by city and town councils in order to avoid invalid reappointment decisions.

2. *Obligation to pay judicial salaries.*

Municipal judge salaries may not be reduced during the term of office even if they are not set by charter or ordinance, and even in the event of budget reductions.²⁶

3. *Judge’s refusal/waiver of payment of the judge’s salary.*

²² A.R.S. § 13-824 authorizes a court to convert an order to pay fines, fees, assessments, or incarceration costs to community restitution, if the court finds the defendant is unable to pay.

²³ Id. 180 Ariz. 115, 125 n.6, 882 P.2d 426, 436 n.6 (1994).

²⁴ See also Ariz. Const. Art. VI § 33.

²⁵ A.R.S. § 23-1501(3)(c).

²⁶ Ariz. Const. Art. VI § 33.

Since the constitution prohibits reduction of the current salary, however established, during a municipal judge's term, a judge cannot effectively waive part of the judge's salary during the term.²⁷ However, a municipal judge may voluntarily donate back to the city or town any part of the salary the judge has been paid.

4. *Authority of the city or town to conduct performance reviews of the presiding municipal judge.*

Another implication of the Winter and Jett cases is that since councils have discretion regarding renewal of a municipal judge's appointment, they must have the discretion to review the performance of that judge prior to renewal.²⁸ Of course, the review must be performed in a manner that does not interfere with performance of the judge's duties and carefully avoid criteria for non-renewal that conflict with federal or state law, court rules, the impartiality of the court, or any other ethical obligation of the judge. Municipalities may use the results of audits and reviews conducted by the city or town and any review conducted by the judiciary. Any city or town council wishing to establish a system for evaluating the performance of a municipal judge may seek assistance from the Administrative Office of the Courts.

5. *Requirements for appointing a part-time municipal judge.*

There is no statutory authority for appointing a pro tem judge in a municipal court as there is in justice court. However, a city whose charter provides for judges pro tempore may appoint them.²⁹ Additionally, the constitutional provision that permits non-lawyer judges pro tem in justice courts does not cover municipal courts.³⁰ Consequently, it appears that a pro tem municipal court judge would need to be an attorney.³¹

²⁷ Glavey v. United States, 182 U.S. 595, 609 (1901) (holding that a failure to demand a salary guaranteed by statute was not a waiver of the same).

²⁸ "In our opinion, an interpretation of the amendment [to Article VI.I, Section 5 of the Arizona Constitution] that accommodates parallel processes of removal furthers its underlying purpose, i.e., providing citizens with added protection against magistrates who engage in misconduct. By preserving a city's authority to remove its magistrates from office, such an interpretation places magistrates in the same position as all other judges in the state, who are subject to removal by means other than a disciplinary proceeding initiated by the Commission." Jett v. City of Tucson, 180 Ariz. 115, 1240, 882 P.2d 426, 431 (1994).

²⁹ State v. Mercurio 153 Ariz. 336, 339, 736 P.2d 819, 822 (App. 1987).

³⁰ Ariz. Const. Art. VI § 31(A).

³¹ "Qualifications. Persons applying for judicial office shall meet the minimum qualifications required by law and such special qualifications for the position as may be established by the chief justice, the chief judge, the presiding judge or the chief magistrate. Persons applying for judge pro tempore offices, except justice of the peace pro tempore, shall be at least 30 years of age, of good moral character, and admitted to the practice of law in and a resident of the State of Arizona for five years next preceding their taking office as required by article 6, § 31 of the Arizona constitution." ACJA § 1-305(C).

A municipality needing the services of a part-time judge may want to consider appointment of an “associate” or “special” magistrate instead of a pro tem judge. Under Winter v. Coor a magistrate must have at least a two year term. Therefore, an associate or special magistrate must be appointed for a two year term, rather than at the pleasure of the council or the judge, but could serve part time or “on call.” The municipal ordinance would need to establish the qualifications and the process for the appointment. If it provides for the municipal court judge to make or recommend the appointment, § 1-305 of the Arizona Code of Judicial Administration applies. An elected justice of the peace whose precinct is located in a city or town is authorized by A.R.S. § 22-403(B) to serve as a municipal court judge for that city or town.

6. *Procedures for appointing "special judicial officers" such as associate magistrates.*

A municipality has the initial responsibility to determine who appoints a judge.³² If the municipality gives the presiding judge responsibility to appoint or recommend appointment of other judicial officers, then the presiding judge must follow the requirements of [ACJA § 1-305 of the Arizona Code of Judicial Administration](#) in carrying out that responsibility. The presiding judge must establish a selection process consistent with § 1-305 and with municipal charter and ordinance provisions. If the city or town council selects other judicial officers without the presiding judge's official involvement, [ACJA § 1-305](#) does not apply. However, it is recommended the council follow a similar procedure.

7. *Authority to hire, supervise, discipline, and terminate municipal court employees.*

The appellate courts of this state have consistently held that the employees of courts within the state must be under the direct control and supervision of the presiding officer of each court.³³ While there are no cases that specifically address the issue of control over municipal court employees, Winter v. Coor made it clear that municipal courts are a part of the state’s integrated judiciary. Court personnel who are directly connected with the operation of the court must be controlled by the court. Ethical Rule 2.12, require judges to supervise court officials and staff to assure conformance with the codes of conduct applicable to judges and other court employees.³⁴

Therefore, the municipal court judge or appointee has exclusive authority to hire, supervise, discipline, and fire its employees under applicable policies and

³² A.R.S. § 22-403(A).

³³ E.g. Broomfield v. Maricopa County, 112 Ariz. 565, 544 P.2d 1080, 1082 (1975); (referring to “the judiciary’s inherent power of control over personnel directly connected with the operation of the courts . . . includes bailiffs, probation officers, court reporters, court administrators, secretaries, and others working directly in connection with the administration of justice.”), citing Mann v. County of Maricopa, 104 Ariz. 562, 563, 456 P.2d 931, 933 (1969) (superior court bailiff and probation officer).

³⁴A.R.S. Sup.Ct.Rules, Rule 81, Code of Jud.Conduct, Rule 2.12.

procedures, though the judge may consult and receive assistance from another department of the municipal government such as the human resources office. The city or town manager has a limited role or no role in court personnel matters depending upon the duties the council assigns to the manager. In order for the court to function as a co-equal branch of municipal and state government the personnel of the court must be subject to the exclusive control of the presiding judge.³⁵ This includes employee hiring, supervision, dismissal, and compensation consistent with reasonable personnel, job classification, and budget policies.³⁶ The manager has a role in these matters only if the manager also serves as the human resources director. Otherwise, the presiding judge looks to the human resources director for advice concerning court employees, just as the manager looks to the human resources director for advice concerning other municipal employees.

8. *Role of the city or town manager concerning the need for court personnel.*

Distribution of powers principles and the Supreme Court's administrative orders require that the presiding judge have the opportunity to make recommendations to the city or town council concerning the need for court positions.³⁷ The budgeting policies or ordinances adopted by the council should state what, if any, role the manager has in evaluating the need for court positions. Budget related decisions such as this must be made ultimately by the council with deference to the presiding judge's assessment of funding required to operate the court in the manner required by the constitution, statutes and court rules.

9. *Role of the city or town manager and finance department in approving travel arrangements for judges and court staff to attend compulsory educational conferences and meetings.*

The municipal court is part of the integrated judicial department of the state.³⁸ All Arizona courts and the judges of these courts are subject to the A.R.S. Const. Art. 6 § 3 administrative supervisory authority of the chief justice. Within their first year of taking the bench, all new judges must complete judicial orientation training approved by the Supreme Court's Committee on Judicial Education and Training.³⁹ All judges are required to obtain a minimum of 16 hours of judicial education each year and any additional judicial education required to maintain competence in the law. Similarly, all judicial branch employees are obligated to complete 16 hours of judicial education pertaining to their job duties, including at

³⁵ Administrative Order No. 2005-32(C)(1).

³⁶ Mann v. County of Maricopa, at 566, 456 P.2d 931, 936 (1969) ("The department of government which has the power of control of personnel directly connected with the operation of the Courts is the Judicial Department.").

³⁷ Maricopa v. Dann, 157 Ariz. 396, 401, 758 P.2d 1298, 1303 (1988) ("The presiding judge of the superior court must follow the county procedure to request employment of necessary court personnel.").

³⁸ Ariz. Const. Art. 6 § 1.

³⁹ Arizona Code of Judicial Administration § 1-302(I)(5).

least six hours of live training.⁴⁰ The number of credit hours is pro-rated for part-time employees. The Arizona Code of Judicial Administration also requires every judge to attend the state judicial conference unless a judge is excused in writing by the Chief Justice.⁴¹ Requiring all judges to meet minimum judicial education requirements and to attend the annual judicial conference clearly fosters the integration of the judicial department contemplated by the Arizona Constitution by allowing consistent administrative direction and judicial education of all judges and court personnel. Judicial educational activities sometimes include hotel arrangements that place the judge in close proximity to education programs, meetings, and other judges. Attendance by judges and court staff at these events is a necessary cost of operating the municipal court and should be accommodated in the municipal travel policies and budget. Therefore, there should be no basis for the manager or the finance department to veto attendance at these events. Of course, the court must operate within reasonable budgetary limitations and reimbursement for travel should be governed by reasonable travel policies which apply equally to travel by council members, administrative employees, and municipal judges.

10. *Applicability of city or town personnel rules to employees of the municipal court.*

City or town personnel rules apply to municipal court employees unless these rules have been replaced by rules adopted for court personnel or they interfere with the operation of the court. The presiding judge of a county may adopt reasonable judicial personnel rules required for the court to operate effectively.⁴² Separate judicial personnel rules that are inconsistent with city or town rules concerning some matters such as hiring, supervision, and dismissal of employees may be reasonable. On the other hand, separate rules concerning matters such as employee benefits may be unreasonable due to the imposition of additional cost on the city or town. The effect of rules on the ability of the court to operate must be considered. The Supreme Court has adopted administrative orders and administrative code provisions which set reasonable minimum standards for courts addressing sexual harassment allegations and the needs of persons with disabilities, for judges involved in appointing special judicial officers, and a Code of Conduct for Judicial Employees.⁴³

As the chief executives of co-equal branches of government, the presiding municipal judge and the city or town manager should make every effort to reach agreement regarding which municipal personnel rules apply to court personnel, which rules need to be modified to recognize the authority of the presiding judge, and which personnel matters should be governed by separate rules covering court

⁴⁰ "All full-time judges and court personnel governed by these standards shall complete at least sixteen credit hours of judicial education each year, including ethics training." ACJA § 1-302(H)(1).

⁴¹ For example, Arizona Code of Judicial Administration § 1-302(I)(1)(c).

⁴² Administrative Order No. 2005-32.

⁴³ E.g. Administrative Order No. 2010-13; see also ACJA § 1-303: Code of Conduct for Judicial Employees.

employees.⁴⁴ Rules that make the manager or a personnel board the ultimate authority over other municipal employees must not be applied to court employees. Instead, the presiding municipal judge stands in the place of the manager with respect to court employees. Where agreement cannot be reached, the reasonable judgment of the presiding municipal judge will prevail.

11. *Liability for court operations and employees.*

As provided by statute, municipal judges are officials of municipal government just as Supreme Court justices are officials of state government.⁴⁵ Any liability resulting from the official acts of these judges are liabilities of the municipalities and state respectively.⁴⁶ The degree of manager or council control over these acts does not affect this liability.

12. *Authority over employees assigned to the court on a part-time basis.*

A: The presiding municipal judge must have full authority over all court employees during the time they are performing court duties including part-time employees who perform other duties for the city or town.⁴⁷ For the portion of their employment during which part-time employees perform court duties, they must be governed by personnel and operational policies established by the court and supervision by the court. The court should not be required to hire and retain a part-time employee simply because that employee is performing other duties for the city or town. The principles of distribution of powers and conflict of interest preclude assigning an employee both court duties and duties related to the administration of justice in the executive branch of municipal government such as the police department or the prosecutor's office.⁴⁸

D. Facilities

1. *Responsibility for providing facilities, staff, and other resources to ensure the safe and effective operation of the court.*

⁴⁴ Ariz. Const. Art. III.

⁴⁵ A.R.S. § 22-403(A).

⁴⁶ "Given our decision that justices of the peace are local officers, it follows that, pursuant to A.R.S. § 11-532, the county attorney is responsible for providing legal advice and representation to justices of the peace so requesting. Liability coverage for justices of the peace is the county's responsibility, as set forth in A.R.S. §§ 11-261 and -981." *Collins v. Corbin*, 160 Ariz. 165, 167, 771 P.2d 1380, 1382 (1989).

⁴⁷ "The department of government which has the power of control of personnel directly connected with the operation of the Courts is the Judicial Department." *Mann v. County of Maricopa*, 104 Ariz. 561, 566 (1969).

⁴⁸ "A judicial employee shall act at all times in a manner that promotes public confidence in the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety." ACJA § 1-303, Canon 1, Rule 1.2. See also Standard 3, Standards for Municipal Courts Revised Administrative Order No. 83-11 (Jan. 17, 1990). "No judge should be a member of an association, the purpose of which is to advance the interests of law enforcement officers, prosecutors or defense attorneys."

In Mann v. County of Maricopa 104 Ariz. 561, 456 P.2d 931 (1969), the Arizona Supreme Court held that courts of general jurisdiction have the right to quarters appropriate to the office and personnel adequate to perform their functions. The presiding judge is authorized to provide for court security, including implementation of reasonable security standards. Presiding municipal judges may establish court security policies and procedures to provide a safe work environment for judicial employees, litigants, and users of the court that meet established court security standards and are consistent with any direction provided by the Presiding Judge of the county, who exercises administrative supervision over municipal courts.⁴⁹ Court security may include procedures, technology, security personnel, or architectural features needed to provide a safe work environment. The presiding judge may control access, including prohibiting or regulating the possession of weapons or potential weapons in the area of any building in which the court is located.

2. *Use of the courtroom by the city or town for non-judicial purposes.*

While the courtroom must be available as needed for court business and should not be used in a manner which conflicts or has the appearance of conflicting with the judicial function of the court, it is both a court and municipal facility.⁵⁰ When there is no conflict with court operations, there is no reason why these facilities cannot be made available for other governmental purposes. However, the court must ensure that any court records maintained in the area and the facility are secured from access by other than authorized court personnel.⁵¹

E. Records

1. *Responsibility for maintaining municipal court records.*

The court must maintain court records, A.R.S. § 22-428. A.R.S. § 39-121.01(B) provides that, “All officers and public bodies shall maintain all records reasonably necessary or appropriate to maintain an accurate knowledge of their official activities which are supported by funds from the state or any political subdivision thereof.” As the officer in charge of the court, the presiding judge is charged with the responsibility of maintaining the records of the court. A.R.S. § 39-121.01(C) further provides that the officer responsible for maintaining records is also responsible for the “preservation, maintenance and care of that officer’s public records” and must “secure, protect and preserve public records from deterioration, mutilation, loss or destruction...” Therefore, it is clear the presiding judge of the municipal court is the sole and proper custodian of all records relating to the court and its operations.

2. *Availability of court records to city or town personnel not employed by the court.*

⁴⁹ Admin. Order No. 2005-32.

⁵⁰ A.R.S. § 22-402(A).

⁵¹ Arizona Supreme Court Rule 123.

Although access to most public records in Arizona is governed by state statute, the Supreme Court has chosen to exercise its administrative authority over all court records by the adoption of Rule 123, Rules of the Supreme Court. Access to records held by any court, including municipal courts, is governed by Rule 123.

The presiding judge of the municipal court has discretion, within limits, to determine what court records are available for inspection by the public, including city or town officials, and should establish procedures for the inspection of records to ensure their preservation.⁵² Court files and pleadings must at all times remain in the care and custody of the judge and designated court staff unless a written order from the judge authorizes otherwise.⁵³ Likewise, all mail addressed to the court must be opened and read by authorized court staff.

Security measures should be implemented to secure court records in the municipal court during the hours the court is not open or in situations where court staff are out of the office.⁵⁴ For example, court files should be locked at night and at any time when the file room is left unattended. “The only individuals who should have keys to the court facility are the judge, court personnel so designated by the judge, and individuals responsible for building maintenance and security.”⁵⁵ Use of this access must be limited to the authorized purposes.

⁵² Rule 123(c)(2).

⁵³ Rule 123(i)(1).

⁵⁴ *Id.*

⁵⁵ Recommendation 6, Bullhead City Report, Administrative Office of the Courts, October, 1988.