NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, August 9, 2023. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miercoles, 9 de Agosto del 2023. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA ON 8/8/2023
PREVIOUSLY ITEM NO. 7.C. HAS BEEN REMOVED
AND RE-NUMBERED ACCORDINGLY

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 9, 2023
6:00 p.m.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. § 38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. § 38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. CALL TO THE PUBLIC

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

5. PRESENTATION

5. A. Presentation of retirement plaque to Leandro Valenzuela for his 18 years of service to the City of San Luis. **(Eulogio Vera, Director of Public Works)**

6. CONSENT AGENDA

All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

6. A. **MINUTES OF**
- Special Council meeting held July 19, 2023

6. B. **DISBURSEMENTS FROM JULY 20, 2023, 2023 TO AUGUST 2, 2023**
Total $2,392,835.87
(Two Million, Three Hundred Ninety-Two Thousand, Eight Hundred Thirty-Five Dollars and Eighty-Seven Cents)

6. C. Discussion and possible action on any and all matters regarding an employment contract with Jerry Landau as an Assistant Magistrate to serve temporarily part-time per City Council action on July 26, 2023. **(Jenny Torres, Acting City Manager)**

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2285. A resolution of the Mayor and City Council of the City of San Luis, Arizona, removing property from the San Luis Port Subdivision Street Lighting Improvement District; declaring certain territory to be no longer benefited by inclusion within the district; amending the district boundaries to exclude such areas; and forming a new district, to be known as Los Mezquites Street Lighting Improvement District, out of the balance of the original district pursuant to A.R.S. §48-616(H). **(Jose A. Guzman, Director of Planning and Zoning)**

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2286. A resolution of the Mayor and City Council of the City of San Luis, Arizona, removing property from the San Luis Port Subdivision Municipal Services Improvement District; declaring certain territory to be no longer benefited by inclusion within the district; amending the district boundaries to exclude such areas; and forming a new district, to be known as Los Mezquites Enhanced Municipal Services Improvement District, out of the balance of the original district pursuant to A.R.S. § 48-575(J). **(Jose A. Guzman, Director of Planning and Zoning)**

7. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

7. A. Discussion and possible action to end Alicia Zermeño contract as a temporary assistant magistrate for the San Luis Municipal Court. **(Jenny Torres, Acting City Manager)**

7. B. Discussion and possible action on any and all matters regarding an intergovernmental agreement with the Yuma County Superior Court to provide security guard services due to a vacancy in that position at the San Luis Municipal Court. **(Jenny Torres, Acting City Manager)**

7. C. Discussion and possible action on any and all matters regarding Resolution No. 2282. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, an Arizona Municipal Corporation, to authorize the application for a Clean Water State Revolving Fund Loan from the Water Infrastructure Finance Authority of Arizona (WIFA). **(Monica Castro, Director of Finance)**

7. D. Discussion and possible action on any and all matters regarding Resolution No. 2283. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, an Arizona Municipal Corporation declaring, for purposes of section 1.150-2 of the Federal Treasury regulations, official intent to be reimbursed in connection with certain capital expenditures relating to water and wastewater capital improvement projects. **(Monica Castro, Director of Finance)**

7. E. Discussion and possible action on any and all matters regarding Resolution No. 2284. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, to authorize the application for a Drinking Water State Revolving Fund Loan from the Water Infrastructure Finance Authority (WIFA). **(Monica Castro, Director of Finance)**

7. F. Discussion and possible action on any and all matters regarding Order No. 2023-08. An order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to enter into an Intergovernmental Agreement between the City of Yuma, on behalf of the Yuma Police Department (YPD), Yuma County, on behalf of the Yuma County Sheriff's Office (YCSO), Arizona Western College, on behalf of Arizona Western College Police Department (AWCPD), the City of San Luis, on behalf of San Luis Police Department (SLPD), the City of Somerton, on behalf of the Somerton Police Department (SPD), and the Town of Wellton, on behalf of the Wellton Police Department (WPD). **(Nigel Reynoso, Administrative Lieutenant)**

7. G. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2023-0214 and Ordinance No. 443. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the conditions on Medium Density Residential (R1-6) zoning, as approved by Ordinance No. 400, on the property located between 6th Avenue and 8th Avenue north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona; repealing any conflicting provisions and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open Public Hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close Public Hearing
C. Action on Ordinance No. 443

7. H. Discussion and possible action on any and all matters regarding Ordinance No. 444. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, making the Chief of Police a City Council-appointed position; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Action on Ordinance No. 444 by title only
   (City Clerk to read Ordinance No. 444 by title only)
B. Action on Ordinance No. 444

8. SUMMARY OF CURRENT EVENTS

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

9. ADJOURNMENT

PRESENTATION

Regular City Council Meeting **5. A.**

Meeting Date: 08/09/2023

Submitted By: Jorge Perez, Public Works Department

Presentation Topic/Summary:

Presentation of retirement plaque to Leandro Valenzuela for his 18 years of service to the City of San Luis. **(Eulogio Vera, Director of Public Works)**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**

Meeting Date: 08/09/2023

Summary

MINUTES OF

- Special Council meeting held July 19, 2023

Attachments

SCM 7/19/2023

M I N U T E S
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
July 19, 2023
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Special City Council meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Vice Mayor Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya – arrived at 6:05 pm
Council Member Gloria Torres
Council Member Javier Vargas

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alicia Zermeño Aguirre, Magistrate
Antonio Maldonado, Video Production Specialist
Domingo Sosa, Graphics and Media Specialist
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Jose Luis Cisneros, Acting Director of Parks & Recreation
Miguel Alvarez, Chief of Police
Monica Castro, Director of Finance
Olivia Jenkins, Operations Coordinator
Rogelio Martinez, Administrative Coordinator
Ruben Lopez, I.T. Technician
Abraham Andrade, Bowls & Rolls Sushi
Brian De La Hoya, Resident
Elizabeth Carpenter, Developer
Fernando Quiroz, Arizona Interagency Farmworkers Coalition
Greg LaVann, Greater Yuma Economic Development Corporation
Jessie Lopez, PPEP YouthBuild
Juan Lomeli, Deacon Saint Jude Catholic Church
Leticia Aragon, Bella Fashion
Luisa Arreola, Resident

Mari Carmen Lopez, Small Business Development Center
Mark Concha, Resident
Nydia Mendenhall, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

3. INVOCATION

Mr. Juan Lomeli – Deacon San Judas Tadeo Catholic Church led the invocation.

4. CALL TO THE PUBLIC

Mr. Wes Lord, 4169 E. Los Olivos Dr., San Luis, AZ, stated he has a community website that can be used by the public completely free. The community can take advantage of the resources and support this website offers. The public may access the web page at YumaCommunityProject12.org

5. PRESENTATION

5. A. Presentation on Educator Retention Task Force through Governor Hobbs Executive Order of February 2023 to make recommendations to improve educator retention in Arizona. (Luisa Arreola, Governor Katie Hobbs Teacher Retention Task Force Member)

Ms. Luisa Arreola, Governor Katie Hobbs Teacher Retention Task Force Member, provided a PowerPoint Presentation on the crisis in retaining educators in Arizona. She added that surveys have been done on some teachers that have left and it is not the pay the reason they leave but the autonomy in the their classrooms and the work environment. She asked the City of San Luis for its assistance in displaying the link to the survey on the city's website and to encourage friends and family to take the survey.

6. CONSENT AGENDA

6. A. MINUTES OF
Special Council meeting held May 31, 2023
Regular Council meeting held June 14, 2023

6. B. DISBURSEMENTS FROM JUNE 20, 2023 TO JULY 12, 2023
Total $6,887,985.01 (Six Million, Eight Hundred Eighty-Seven Thousand, Nine Hundred Eighty-Five Dollars and One Cent)

6. C. Discussion and possible action on any and all matters regarding a proposed contract with the Arizona Interagency Farmworkers Coalition, Inc. with the dollar amount to be determined by City Council for scholarships for students who are residents of San Luis for secondary education. (Jenny Torres, Acting City Manager)

6. D. Discussion and possible action on any and all matters regarding the amended contract with the Comité De Bien Estar, Inc. for the Cancer Support Group of Yuma County for the Fiscal Year 2023-2024. (Jenny Torres, Acting City Manager)

6. E. Discussion and possible action on any and all matters regarding the Fiscal Year 2023-2024 for City Council's line-item budget in the General Ledger Account named Council's Contractual Services for consideration of continuing as a signatory on the Intergovernmental Agreement, 4FrontED. (Jenny Torres, Acting City Manager)

6. F. Discussion and possible action on any and all matters regarding ratification of the purchase of a new 2023 Peterbilt Side Loader Truck with Scorpion body for the Public Works Department's Solid Waste Division. (Manuel Hernandez, Acting Assistant Public Works Director)

MOTION: Council Member Gloria Torres/Vice Mayor Luis E. Cabrera to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding a proposed contract with the Greater Yuma Economic Development Corporation for regional economic development efforts. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, stated that the Greater Yuma Economic Development Corporation (GYPA) is a private non-profit corporation that is funded by both private and public. Their focus is attracting commerce and industry to the region. Throughout the years, the City of San Luis has been supportive as they have been a great resource to the community. GYPA has submitted a request for funding this coming year and introduced Mr. Greg LaVann, GYEDC's Senior Vice President.

Mr. LaVann explained the City of San Luis Performance Dashboard and its elements to bring companies into the local area. He added that the job creation by community for the past 12 years has been mainly composed of San Luis residents. He announced that they will be hiring a Mexico consultant to work directly in Baja California and Sonora on behalf of the whole region going forward.

They actually met with Mr. Luis Ramirez and he is going to help GYPA identify a consultant that will be working in those markets to help promote movement of goods through this area and attract more economic development activity to this region.

Vice Mayor Luis E. Cabrera asked how the dollar amount is set for the municipalities.

Mr. LaVann responded that they are very grateful the City of San Luis, along the City of Yuma and Yuma County all do per capita, which is $2.50 per resident. They have retained that number at the 2010 census since the city has grown adding that it will continue that number and in the future it might be revised.

MOTION: Mayor Nieves Riedel/Council Member Tadeo Azael De La Hoya to approve the contract with GYEDC in the amount of $63,763.00 for the Fiscal Year 2023-2024 as presented. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. B. Discussion and possible action on any and all matters regarding a proposed contract with the Program of Portable Practical Education Preparation, Inc. (PPEP) with the dollar amount to be determined by City Council for technical training for students who are residents of San Luis. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, explained that the YouthBuild Program of Portable Practical Education Preparation, Inc. (PPEP) is a private non-profit corporation that provides low-income youth education to obtain their high school graduate equivalency diploma, but this funding is focused on a match for a grant they received through America AmeriCorps Youth Build Grant. They are currently requesting $20,000.00.

Mr. Jesse Lopez, YouthBuild Program, stated that PPEP is requesting the support in the amount of $20,000.00 to continue their program. They are currently closing cycle 21 and have 87% attendance, 85% participation and have assisted students obtain their general education diploma (GED).

Mayor Nieves Riedel commented that she had a long conversation with Council Member Gloria Torres and agrees with her. However, they do not make the rules, but they received the rules.

One of the requirements is that the students must be San Luis residents and the rules should be changed as the kids need to be educated and should be the top priority. PPEP needs to find the way to lobby or do something so the City of San Luis can continue supporting this program. The city is willing to help but does not want to break any law. She added that she will make the motion to continue funding PPEP and they will find a way to take out that it is for residents only, so that anyone that wants to go through their program should be able to.

Vice Mayor Luis E. Cabrera asked if the city needs to match their grant in the amount of $20,000.00 adding that the city contributed $30,000.00 last year.

Mr. Lopez responded they always struggle to continue the program and if the city wishes to contribute the $30,000.00, they are welcomed.

MOTION: Mayor Nieves Riedel/Vice Mayor Luis E. Cabrera to approve the PPEP contract in the amount of $30,000.00 for the Fiscal Year 2023-2024. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. C. Discussion and possible action on any and all matters regarding the Small Business Development Center Request for funding for the fiscal year 2023-2024. (Jenny Torres, Acting City Manager)

Ms. Jenny Torres, Acting City Manager, indicated that the Small Business Development Center (SBDC) provides services such as one-one consultations and group training free of charge to assist those planning and starting a business. This is the first-time request to all of the communities; SBDC is requesting funding per capita basis in the amount of $13,630.00.

Ms. Crystal Mendoza, Director of the Small Business Development Center, explained that their main focus is to help with economic development and their main offering to the community is to provide one on one confidential counseling if they are an entrepreneur or a small business free of charge and can receive their services an unlimited number of times. Through this process of helping San Luis residents, they have been able to also to provide a variety of different workshops. This is a vast need within the community, they are currently funded through the small business administration as well as their host college, Arizona Western College and the Arizona Commerce Authority; the current total funding is $252,000.00.

With the salary for three (3) which is for one (1) counselor, one (1) business administrative assistant and one (1) director, their salary and their fringe benefits add to approximately $230,000.00 of their budget, therefore that leaves them with approximately $20,000.00 for operational expenses. They would like to hire one (1) additional business counselor, so with the city's support will help to successfully support the entrepreneurs within the City of San Luis.

Mari Carmen Lopez, Counselor of Small Business Development Center, added that some local business owners are present and would like to share their experience with SBDC, the help received during the pandemic and the COVID-19 relief funding to maintain their businesses open. It is a lot of help they provide to entrepreneurs from the community. SBDC is currently located at the public library twice a month from 1:00 p.m. to 3:00 p.m.

Mr. Rogelio Martinez, Administrative Coordinator, stated that he has been working very closely with SBDC and reaching out to the local small businesses. He has been assisting anybody in the community that would want to start a business in the City of San Luis. They have worked with other organizations including Work Force Development to help residents get hired by various companies.

Mayor Nieves Riedel asked Ms. Kay Macuil, City Attorney, if she needs to declare a conflict of interest since SBDC went to Plaza Riedel to recruit some clients and she is still legally the owner, but she is not receiving rent payments from entrepreneurs.

Ms. Macuil responded that there would not be any pecuniary interest in this organization getting people to rent from the Plaza and would not have a conflict of interest.

Ms. Leticia Aragon, owner of Bella Fashion located at 710 Urtuzuastegui Street, San Luis, AZ, stated she has had the business for approximately 25 years. During the pandemic, it was a really difficult time for all merchants, specially for the small businesses. During these times, everything was paralyzed, there were no revenues but there were expenses. She added that Small Business Development Center was of big help because not only did they provide resources to continue with her business, but also provided counseling and training on the use of technology. She is very grateful for programs like SBDC as it helped her maintain her business and other businesses will profit from them as well.

Mr. Abraham Andrade, owner of Rolls & Bowls located at 1627 Cesar Chavez Boulevard, San Luis, AZ, stated he has been working with SBDC since 2020. They have offered him financial counseling, marketing, use of social media and workshops. He also had the opportunity to work with Arizona at Work on the job training which helps people find a job and small businesses pay up to 600 hours of work to employees. Overall, many small businesses will benefit from SBDC.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Javier Vargas to approve funding of $13,630.00 to the Small Business Development Center and direct staff to prepare a contract for Council approval. The motion passed with five (5) ayes and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

7. D. Discussion and possible action on any and all matters regarding recruitment for a City Magistrate. (Adela Cortez, Director of Human Resources and Kay Macuil, City Attorney)

Ms. Adela Cortez, Director of Human Resources, explained that on March 29, 2023, staff presented to the Mayor and City Council the results of the recruitment for the San Luis Municipal Court Magistrate. Since then, there has been a number of events of changes, the city lost the court administrator that had taken over the administrative operations of the court, has an ongoing assessment of operations and procedures of the court and with that there have been significant changes to the job description. Staff is seeking approval from the Mayor and City Council to reopen the recruitment of a magistrate.

MOTION: Vice Mayor Luis E. Cabrera/Council Member Maria Cecilia Cruz to begin the recruitment process for a City Magistrate. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

8. SUMMARY OF CURRENT EVENTS

Mr. Miguel Alvarez, Chief of Police, reported that in the last week he had an officer that had to go home because he suffered heat dehydration and two (2) other officers that received intravenous (IV's) due to dehydration at the hospital. One of those officers was attending a citizen who was dehydrated and who later passed awayr at the hospital.

It is a critical season, and he tries to provide his officers with as much as possible to prevent these type of incidents.

Mayor Nieves Riedel asked if the Police Department work with senior citizens or the Senior Center during the hot temperatures since they are the most vulnerable.

Chief Alvarez responded that from time to time through their 7/11 program or if people call in to ask the Police Department to do welfare checks on their family members, which included elderly family members, when they are concerned because they do not answer the phone. They go check and there has been times where they have found people that are injured or need medical attention.

Mayor Nieves Riedel suggested coordinating some type of program with the Fire Department for senior citizens.

Vice Mayor Luis E. Cabrera thanked the Parks & Recreation Department for organizing a successful 4th of July event. Despite the hot weather, there were over 14,000 that attended the event.

9. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to adjourn the Special Council meeting at approximately 6:57 p.m. The motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Vice Mayor Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Gloria Torres	Aye
Council Member Javier Vargas	Aye

APPROVED:

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on July 19, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**

Meeting Date: 08/09/2023

Summary

DISBURSEMENTS FROM JULY 20, 2023, 2023 TO AUGUST 2, 2023
Total $2,392,835.87
(Two Million, Three Hundred Ninety-Two Thousand, Eight Hundred Thirty-Five Dollars and Eighty-Seven Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING AUGUST 9, 2023
Disbursement Report from 07/20/2023 TO 08/02/2023

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	07/21/2023	$ 1,360,887.71	Schedule A
Accounts Payable Check Account	07/28/2023	$ 549,340.27	Schedule B
Payroll Check Account	08/02/2023	$ 4,548.86	Schedule C
Payroll Check Account	08/02/2023	$ 478,059.03	Schedule D
	Total Disbursements:	**$ 2,392,835.87**	

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

Prepared by Guadalupe Canez: _____

Verified by Director of Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2023 AUG -2 P 2:46
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

• P.O. Box 7740 • 1090 East Union Street • San Luis, AZ 85349 • Ph (928) 341-8520 • Fax (928) 341-8549 •

City of San Luis

Payment Register

From Payment Date: 7/17/2023 - To Payment Date: 7/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
106410	07/18/2023	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$75.00		
106411	07/20/2023	Open			Accounts Payable	ASTORGA, ERICK	$74.00		
106412	07/20/2023	Open			Accounts Payable	BOTELLO, EMMANUEL	$74.00		
106413	07/20/2023	Open			Accounts Payable	CERDA, JOSSUE	$178.00		
106414	07/20/2023	Open			Accounts Payable	CORNELIO, SONIA	$130.00		
106415	07/20/2023	Open			Accounts Payable	GOMEZ, MARCO	$178.00		
106416	07/20/2023	Open			Accounts Payable	GUEVARA, GABRIELA	$178.00		
106417	07/20/2023	Open			Accounts Payable	LOPEZ, MELISSA	$130.00		
106418	07/20/2023	Open			Accounts Payable	MARQUEZ, MANUEL	$59.00		
106419	07/20/2023	Open			Accounts Payable	PRIETO, ERNESTO	$74.00		
106420	07/20/2023	Open			Accounts Payable	VASQUEZ, SYLVIA, YVONNE	$74.00		
106421	07/20/2023	Open			Accounts Payable	AOM DELIVERY SERVICE CO.	$310.00		
106422	07/21/2023	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	$1,221.62		
106423	07/21/2023	Open			Accounts Payable	IPS GROUP INC	$454.98		
106424	07/21/2023	Open			Accounts Payable	ITURBIDE, VANESSA, C	$200.00		
106425	07/21/2023	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	$5,082.83		
106426	07/21/2023	Open			Accounts Payable	LAWSON PRODUCTS INC.	$1,429.25		
106427	07/21/2023	Open			Accounts Payable	MOTION INDUSTRIES, INC.	$1,705.04		
106428	07/21/2023	Open			Accounts Payable	NATIONAL BUSINESS FURNITURE	$1,773.54		
106429	07/21/2023	Open			Accounts Payable	NORIEGA, DAMIAN	$30.00		
106430	07/21/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	$87.82		
106431	07/21/2023	Open			Accounts Payable	OFFICE NATION, INC.	$25,257.47		
106432	07/21/2023	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	$13,343.81		
106433	07/21/2023	Open			Accounts Payable	PDQ.COM CORPORATION	$11,624.76		
106434	07/21/2023	Open			Accounts Payable	RUSH TRUCK CENTER	$5,562.31		
106435	07/21/2023	Open			Accounts Payable	SANFORD, JAMES	$1,025.40		
106436	07/21/2023	Open			Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.	$1,822.89		
106437	07/21/2023	Open			Accounts Payable	ZETRON, INC.	$9,623.95		
106438	07/21/2023	Open			Accounts Payable	AMAYA, JONATHAN, ALBERTO	$378.00		
106439	07/21/2023	Open			Accounts Payable	EMAZON, JESUS	$120.00		
106440	07/21/2023	Open			Accounts Payable	GARCIA, JESUS	$432.00		
106441	07/21/2023	Open			Accounts Payable	HD SUPPLY, INC.	$883.42		
106442	07/21/2023	Open			Accounts Payable	HIREQUEST LLC	$640.20		
106443	07/21/2023	Open			Accounts Payable	INDUSTRIAL COMISSION OF ARIZONA	$90,960.18		
106444	07/21/2023	Open			Accounts Payable	INNOVATIVE PRECAST LLC	$4,040.93		
106445	07/21/2023	Open			Accounts Payable	IRON MOUNTAIN INC	$306.38		
106446	07/21/2023	Open			Accounts Payable	LAGUNA, JOSE, LUZ	$414.00		
106447	07/21/2023	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$432.00		
106448	07/21/2023	Open			Accounts Payable	MONEY HANDLING MACHINES INC	$1,390.00		
106449	07/21/2023	Open			Accounts Payable	NJ CRIMINAL INTERDICTION, LLC	$995.00		
106450	07/21/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	$992.72		
106451	07/21/2023	Open			Accounts Payable	OCHOA, ERNESTO, ANTONIO	$324.00		
106452	07/21/2023	Open			Accounts Payable	PUBLIC RECORDS AND INFO MGMT GRP	$461.10		

Schedule A

City of San Luis

Payment Register

From Payment Date: 7/17/2023 - To Payment Date: 7/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106453	07/21/2023	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	$324.00		
106454	07/21/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	$280.00		
106455	07/21/2023	Open			Accounts Payable	RAMIREZ, FELIPE	$140.00		
106456	07/21/2023	Open			Accounts Payable	RAMIREZ, TERESITA, D	$140.00		
106457	07/21/2023	Open			Accounts Payable	RUGGED SOLUTIONS AMERICA LLC	$355.74		
106458	07/21/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	$8,200.00		
106459	07/21/2023	Open			Accounts Payable	AIRGAS USA LLC	$611.50		
106460	07/21/2023	Open			Accounts Payable	ARIZONA FURNISHINGS	$717.94		
106461	07/21/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$215.13		
106462	07/21/2023	Open			Accounts Payable	ARMOROCK, LLC	$62,140.15		
106463	07/21/2023	Open			Accounts Payable	AUTOZONE STORES, INC	$972.45		
106464	07/21/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$511.00		
106465	07/21/2023	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$169.10		
106466	07/21/2023	Open			Accounts Payable	BOBADILLA, YADIRA	$228.00		
106467	07/21/2023	Open			Accounts Payable	CENTURYLINK	$5,908.37		
106468	07/21/2023	Open			Accounts Payable	CENTURYLINK	$735.80		
106469	07/21/2023	Open			Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC	$5,725.00		
106470	07/21/2023	Open			Accounts Payable	FACTOR SALES, INC.	$1,841.36		
106471	07/21/2023	Open			Accounts Payable	G&T ALARM CO LLC	$60.00		
106472	07/21/2023	Open			Accounts Payable	GARCIA FUENTES, MARTHA	$150.00		
106473	07/21/2023	Open			Accounts Payable	GONZALEZ, AARON	$228.00		
106474	07/21/2023	Open			Accounts Payable	INTERNATIONAL ASSOCIATION OF CRIME ANALYSTS	$25.00		
Type Check Totals:					65 Transactions		$274,228.14		
EFT									
3803	07/18/2023	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	$250,446.19		
3804	07/18/2023	Open			Accounts Payable	CONSULTANT ENGINEERING INC	$4,371.88		
3805	07/18/2023	Open			Accounts Payable	DELL MARKETING L.P.	$57,725.47		
3806	07/18/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	$198,421.46		
3807	07/21/2023	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$6,359.35		
3808	07/21/2023	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$7,746.30		
3809	07/21/2023	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$825.00		
3810	07/21/2023	Open			Accounts Payable	JSA COMPANY	$8,642.00		
3811	07/21/2023	Open			Accounts Payable	MARC	$697.08		
3812	07/21/2023	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	$224,140.06		
3813	07/21/2023	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$95.64		
3814	07/21/2023	Open			Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC	$3,013.82		
3815	07/21/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$11,091.69		
3816	07/21/2023	Open			Accounts Payable	POINT EMBLEMS, LLC	$2,738.65		
3817	07/21/2023	Open			Accounts Payable	PURCHASE POWER	$200.00		
3818	07/21/2023	Open			Accounts Payable	RM GRAPHICS	$127.84		
3819	07/21/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$14,555.00		

City of San Luis

Payment Register

From Payment Date: 7/17/2023 - To Payment Date: 7/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3820	07/21/2023	Open			Accounts Payable	SMITH, RALPH E. SR.	$1,160.00		
3821	07/21/2023	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$409.71		
3822	07/21/2023	Open			Accounts Payable	TRUCKPRO, LLC	$290.24		
3823	07/21/2023	Open			Accounts Payable	ULINE, INC.	$1,676.15		
3824	07/21/2023	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$369.00		
3825	07/21/2023	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	$1,837.87		
3826	07/21/2023	Open			Accounts Payable	YUMA SUN INC	$695.35		
3827	07/21/2023	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$3,302.70		
3828	07/21/2023	Open			Accounts Payable	POINT EMBLEMS, LLC	$2,750.00		
3829	07/21/2023	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$285.12		
3830	07/21/2023	Open			Accounts Payable	REAL PURIFIED WATER LLC	$341.48		
3831	07/21/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$4,185.00		
3832	07/21/2023	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$2,484.79		
3833	07/21/2023	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$792.57		
3834	07/21/2023	Open			Accounts Payable	4 IMPRINT	$2,662.09		
3835	07/21/2023	Open			Accounts Payable	ADEMCO INC.	$1,495.84		
3836	07/21/2023	Open			Accounts Payable	ALSCO, INC	$2,497.75		
3837	07/21/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	$2,290.41		
3838	07/21/2023	Open			Accounts Payable	AMETZA ARIZONA LLC	$150.00		
3839	07/21/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$693.80		
3840	07/21/2023	Open			Accounts Payable	BILL ALEXANDER FORD	$2,030.60		
3841	07/21/2023	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$5,513.22		
3842	07/21/2023	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$28,779.05		
3843	07/21/2023	Open			Accounts Payable	CDWG	$23,323.48		
3844	07/21/2023	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$669.85		
3845	07/21/2023	Open			Accounts Payable	CSC OF YUMA	$205.58		
3846	07/21/2023	Open			Accounts Payable	DELL MARKETING L.P.	$5,324.52		
3847	07/21/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$72.75		
3848	07/21/2023	Open			Accounts Payable	DESERT WATER STORE INC	$122.86		
3849	07/21/2023	Open			Accounts Payable	DIAMONDBACK POLICE SUPPLY CO, INC.	$961.84		
3850	07/21/2023	Open			Accounts Payable	DIGITAL ROOM LLC	$512.98		
3851	07/21/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	$190,681.81		
3852	07/21/2023	Open			Accounts Payable	FRUTH GROUP INC	$248.12		
3853	07/21/2023	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	$110.00		
3854	07/21/2023	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$3,400.00		
3855	07/21/2023	Open			Accounts Payable	POLAR COOLING LLC	$526.00		
3856	07/21/2023	Open			Accounts Payable	POLAR ICE LLC	$504.29		
3857	07/21/2023	Open			Accounts Payable	TORRES, ALEJANDRA , S	$2,105.32		
Type EFT Totals:					55 Transactions		$1,086,659.57		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	$274,228.14	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

City of San Luis

Payment Register

From Payment Date: 7/17/2023 - To Payment Date: 7/21/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped	0	$0.00	$0.00	
					Total	65	$274,228.14	$0.00	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	$1,086,659.57	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	55	$1,086,659.57	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	120	$1,360,887.71	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	120	$1,360,887.71	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**65**	**$274,228.14**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**65**	**$274,228.14**	**$0.00**

EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**55**	**$1,086,659.57**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**55**	**$1,086,659.57**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**120**	**$1,360,887.71**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**120**	**$1,360,887.71**	**$0.00**

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov C = AD
Date: 2023.07.21 14:41:55 -07'00'

City of San Luis

Payment Register

From Payment Date: 7/24/2023 - To Payment Date: 7/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
106475	07/24/2023	Open			Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	$132.88		
106476	07/24/2023	Open			Accounts Payable	FOP/ALC	$390.00		
106477	07/24/2023	Open			Accounts Payable	ONEMAIN FINANCIAL GROUP LLC	$350.64		
106478	07/24/2023	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$285.00		
106479	07/24/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$2,796.61		
106480	07/24/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$234.46		
106481	07/24/2023	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
106482	07/24/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$107.50		
106483	07/24/2023	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,140.00		
106484	07/25/2023	Open			Utility Management Refund	ABUNDIZ, CHRISTINA	$134.81		
106485	07/25/2023	Open			Utility Management Refund	APODACA, MARTINA & JESUS CANO	$159.78		
106486	07/25/2023	Open			Utility Management Refund	BRAVO MUNOZ, JESUS	$181.04		
106487	07/25/2023	Open			Utility Management Refund	CONTRERAS, JOSE , L	$119.28		
106488	07/25/2023	Open			Utility Management Refund	DE LA CRUZ, NORMA Y	$181.54		
106489	07/25/2023	Open			Utility Management Refund	DOMINGUEZ, GUILLERMO, A	$160.89		
106490	07/25/2023	Open			Utility Management Refund	FLORES, MERCEDES	$145.96		
106491	07/25/2023	Open			Utility Management Refund	GONZALEZ, ROBERTO & SANTA C VERDUGO	$50.96		
106492	07/25/2023	Open			Utility Management Refund	GUTIERREZ RAYGOZA, LUIS M	$21.91		
106493	07/25/2023	Open			Utility Management Refund	HINOJOSA, DANIEL	$166.17		
106494	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$76.86		
106495	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$90.38		
106496	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$93.89		
106497	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$65.51		
106498	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$75.87		
106499	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$91.16		
106500	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$86.67		

Schedule B

City of San Luis

Payment Register

From Payment Date: 7/24/2023 - To Payment Date: 7/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106501	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$85.82		
106502	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$81.19		
106503	07/25/2023	Open			Utility Management Refund	HOUSING AMERICA CORPORATION GRP #120	$39.30		
106504	07/25/2023	Open			Utility Management Refund	LRC CONSTRUCTION LLC,	$17.39		
106505	07/25/2023	Open			Utility Management Refund	MANJARREZ, MELISSA	$103.04		
106506	07/25/2023	Open			Utility Management Refund	MENDOZA, MARIA D	$23.01		
106507	07/25/2023	Open			Utility Management Refund	MIRANDA, LIDIA & OSCAR F	$200.00		
106508	07/25/2023	Open			Utility Management Refund	NAMBO, JACQUELINE	$178.61		
106509	07/25/2023	Open			Utility Management Refund	NAPOLES, ROCIO & FRANKI URIARTE	$248.29		
106510	07/25/2023	Open			Utility Management Refund	NOYOLA, ALEJANDRA	$103.49		
106511	07/25/2023	Open			Utility Management Refund	PACHECO GARCIA, ROSAURA	$21.68		
106512	07/25/2023	Open			Utility Management Refund	REGALADO, VICTOR, H	$173.81		
106513	07/25/2023	Open			Utility Management Refund	REYES, ERIK	$16.48		
106514	07/25/2023	Open			Utility Management Refund	REYES, MA, D	$123.19		
106515	07/25/2023	Open			Utility Management Refund	RINCON DE BENITEZ, MARIA	$22.60		
106516	07/25/2023	Open			Utility Management Refund	ROJAS, PEDRO & SOCORRO	$14.78		
106517	07/25/2023	Open			Utility Management Refund	RUIZ, ELIODORO	$183.35		
106518	07/25/2023	Open			Utility Management Refund	SOLORIO, YOLANDA & ARMANDO VILLAREAL	$161.52		
106519	07/25/2023	Open			Utility Management Refund	TAPIA, ARLENE & JUAN MUNOZ	$16.53		
106520	07/25/2023	Open			Utility Management Refund	VALENCIA ALDO A & CHAYRA AIRAM	$19.30		
106521	07/25/2023	Open			Utility Management Refund	VARELA, NORMA, A	$119.47		
106522	07/25/2023	Open			Utility Management Refund	JIMENEZ DORA & FRANCISCO	$137.73		
106523	07/28/2023	Open			Accounts Payable	DE LA HOYA, TADEO	$32.00		
106524	07/28/2023	Open			Accounts Payable	ERFERT, RICK	$550.37		
106525	07/28/2023	Open			Accounts Payable	HIREQUEST LLC	$1,510.20		
106526	07/28/2023	Open			Accounts Payable	LOWE'S HIW, INC.	$14,280.60		
106527	07/28/2023	Open			Accounts Payable	M & Y ELECTRICAL LLC	$2,762.82		
106528	07/28/2023	Open			Accounts Payable	PPEP INC.	$7,500.00		
106529	07/28/2023	Open			Accounts Payable	QUINONEZ, FRANCISCO	$100.00		
106530	07/28/2023	Open			Accounts Payable	ROMERO ALVAREZ, RAUL, A	$250.00		

City of San Luis

Payment Register

From Payment Date: 7/24/2023 - To Payment Date: 7/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
106531	07/28/2023	Open			Accounts Payable	ROSALES, MATIAS	$32.00		
106532	07/28/2023	Open			Accounts Payable	THE HOME DEPOT	$13,980.26		
106533	07/28/2023	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	$11,600.00		
106534	07/28/2023	Open			Accounts Payable	US POST MASTER	$2,291.72		
106535	07/28/2023	Open			Accounts Payable	YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRNSP AUTH	$125,886.00		
106536	07/28/2023	Open			Accounts Payable	WAYLON'S WATER WORLD LLC	$1,319.45		
106537	07/28/2023	Open			Accounts Payable	ADOT MVD	$16.39		
106538	07/28/2023	Open			Accounts Payable	AIRGAS USA LLC	$634.61		
106539	07/28/2023	Open			Accounts Payable	ARCEO, DIEGO	$200.00		
106540	07/28/2023	Open			Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	$0.21		
106541	07/28/2023	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$146.93		
106542	07/28/2023	Open			Accounts Payable	ARIZONA STATE TREASURER	$56,067.77		
106543	07/28/2023	Open			Accounts Payable	AVILA, FERNANDO	$116.00		
106544	07/28/2023	Open			Accounts Payable	AZ GOVERNOR'S OFFICE OF HIGHWAY SAFETY	$525.00		
106545	07/28/2023	Open			Accounts Payable	BERKLEY RISK ADMINISTRATORS COMPANY	$866.14		
106546	07/28/2023	Open			Accounts Payable	BOBADILLA, YADIRA	$64.00		
106547	07/28/2023	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$5,969.67		
106548	07/28/2023	Open			Accounts Payable	C&D DISPOSAL	$226.41		
106549	07/28/2023	Open			Accounts Payable	CARDENAS, ERNESTO	$55.00		
106550	07/28/2023	Open			Accounts Payable	CARDENAS, ERNESTO	$116.00		
106551	07/28/2023	Open			Accounts Payable	CITY OF SOMERTON	$25.23		
106552	07/28/2023	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	$491.22		
106553	07/28/2023	Open			Accounts Payable	CORREA, MARCO	$200.00		
106554	07/28/2023	Open			Accounts Payable	DE LA HOYA, TADEO	$509.25		
106555	07/28/2023	Open			Accounts Payable	DOANE AND HARTWIG WATER SYSTEMS, INC.	$5,141.03		
106556	07/28/2023	Open			Accounts Payable	EMPIRE MACHINERY	$537.00		
106557	07/28/2023	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	$3,093.82		
106558	07/28/2023	Open			Accounts Payable	HERNANDEZ, MANUEL , A	$162.50		
106559	07/28/2023	Open			Accounts Payable	LA CHOYA PLUMBING LLC	$230.00		
106560	07/28/2023	Open			Accounts Payable	MILLER, DAMIAN	$55.00		
106561	07/28/2023	Open			Accounts Payable	MUELA, CARLOS	$55.00		
106562	07/28/2023	Open			Accounts Payable	ORTIZ, JUAN, C	$159.94		
106563	07/28/2023	Open			Accounts Payable	PEREZ, HAZIEL	$116.00		
106564	07/28/2023	Open			Accounts Payable	RAMIREZ, ALEJANDRO	$116.00		
106565	07/28/2023	Open			Accounts Payable	REYNOSO, NIGEL	$64.00		
106566	07/28/2023	Open			Accounts Payable	REYNOSO, NIGEL	$116.00		
106567	07/28/2023	Open			Accounts Payable	ROSALES, MATIAS	$734.31		
106568	07/28/2023	Open			Accounts Payable	RUIZ, OSCAR	$64.00		
106569	07/28/2023	Open			Accounts Payable	SHAAIA, RAAD	$100.00		
106570	07/28/2023	Open			Accounts Payable	SOUTHWEST ARIZONA SAFETY	$960.00		
106571	07/28/2023	Open			Accounts Payable	ROBLES CONSTRUCTION LLC	$9,900.00		
Type Check Totals:					97 Transactions		$279,374.20		

City of San Luis

Payment Register

From Payment Date: 7/24/2023 - To Payment Date: 7/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
3858	07/28/2023	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$1,064.17		
3859	07/28/2023	Open			Accounts Payable	RM GRAPHICS	$32.50		
3860	07/28/2023	Open			Accounts Payable	ROACH PEST CONTROL	$2,690.00		
3861	07/28/2023	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	$2,293.20		
3862	07/28/2023	Open			Accounts Payable	RWC INTERNATIONAL LTD	$13,344.04		
3863	07/28/2023	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$830.00		
3864	07/28/2023	Open			Accounts Payable	SAN LUIS INDUSTRIAL PARK, LLC	$3,329.70		
3865	07/28/2023	Open			Accounts Payable	SIMS MACKIN, LTD.	$1,509.90		
3866	07/28/2023	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$948.43		
3867	07/28/2023	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
3868	07/28/2023	Open			Accounts Payable	ALSCO, INC	$2,341.17		
3869	07/28/2023	Open			Accounts Payable	AMAZON.COM SALES, INC.	$508.48		
3870	07/28/2023	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	$875.00		
3871	07/28/2023	Open			Accounts Payable	ARCHIVESOCIAL INC.	$7,188.00		
3872	07/28/2023	Open			Accounts Payable	AXON ENTERPRISE, INC	$110,577.37		
3873	07/28/2023	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$164.35		
3874	07/28/2023	Open			Accounts Payable	CARAHSOFT TECHNOLOGY CORPORATION	$1,083.05		
3875	07/28/2023	Open			Accounts Payable	CDWG	$525.90		
3876	07/28/2023	Open			Accounts Payable	CITY OF YUMA	$21,557.70		
3877	07/28/2023	Open			Accounts Payable	CUEVAS, CHRISTIAN	$62.50		
3878	07/28/2023	Open			Accounts Payable	D & H ELECTRIC INC.	$990.00		
3879	07/28/2023	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$37.75		
3880	07/28/2023	Open			Accounts Payable	DESERT WATER STORE INC	$99.05		
3881	07/28/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	$15,345.52		
3882	07/28/2023	Open			Accounts Payable	FORJACERO TR LLC	$1,644.08		
3883	07/28/2023	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$76.00		
3884	07/28/2023	Open			Accounts Payable	FRUTH GROUP INC	$50.74		
3885	07/28/2023	Open			Accounts Payable	SMITH, RALPH E. SR.	$1,280.00		
3886	07/28/2023	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$140.21		
3887	07/28/2023	Open			Accounts Payable	DPE CONSTRUCTION, INC	$76,067.20		
3888	07/28/2023	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	$2,932.27		
3889	07/28/2023	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$210.00		
Type EFT Totals:					32 Transactions		$269,966.07		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	$279,374.20	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	97	$279,374.20	$0.00

City of San Luis

Payment Register

From Payment Date: 7/24/2023 - To Payment Date: 7/28/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	32	$269,966.07	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	32	$269,966.07	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	129	$549,340.27	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	129	$549,340.27	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**97**	**$279,374.20**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**97**	**$279,374.20**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**32**	**$269,966.07**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**32**	**$269,966.07**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**129**	**$549,340.27**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**129**	**$549,340.27**	**$0.00**

Karla Plascencia

Digitally signed by: Karla Plascencia
DN: CN = Karla Plascencia email = kplascencia@sanluisaz.gov C = US O = City of San Luis OU = Finance
Date: 2023.07.28 17:10:59 -07'00'

Pay Day Register

Pay Date Range 07/01/23 - 07/31/23
Pay Batch 202307M

Pay Batch 202307M Total

Employees in Pay Batch 7
Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	100.00
Total	0.0000	$7,650.00

Withholdings and Deductions		Gross Base
Gross	7,650.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	220.44	5,690.99
SOCIAL SECURITY TAX	474.30	7,650.00
MEDICARE	110.91	7,650.00
STATE WITHHOLDING	112.07	5,690.99
ASRS Council	267.08	2,200.00
ASRS LTD Council	3.30	2,200.00
Council Retirement EORP	351.00	2,700.00
Dental Council	92.28	.00
EODCRS - COUNCIL	212.00	2,650.00
EODCRS - DISABILITY	3.98	2,650.00
GARNISHMENT	221.11	.00
Medical Council	1,004.81	.00
Vision Council	27.86	.00
Net	$4,548.86	

Benefits		Gross Base
ASRS Council	267.08	2,200.00
ASRS LTD Council	3.30	2,200.00
ASRS/EORP - LEGACY RATE	1,416.14	2,200.00
Dental Council	254.03	.00
EODCRS - COUNCIL	159.00	2,650.00
EODCRS - DISABILITY	3.98	2,650.00
EODCRS/EORP LEGACY RATE	1,868.52	2,650.00
Health Council	5,844.91	.00
Retirement Council EORP	2,065.77	2,700.00
Vision Council	84.86	.00
Total	$11,967.59	

Employer Taxes		Gross Base
MEDICARE	110.91	7,650.00
SOCIAL SECURITY TAX	474.30	7,650.00
SUTA/UNEMPLOYMENT	45.90	7,650.00
Total	$631.11	

Workers' Comp		Gross Base
MUNICIPAL/ TOWN/	133.89	7,650.00
Total	$133.89	

Direct Deposits	Amount
1st Bank Yuma	698.49
Chase Bank	1,121.27
Navy Federal	606.60
REALTORS FED CRED UNION	31.94
Wells Fargo	708.28
Total	$3,166.58

Check $1,382.28

Schedule C

Nancy Ado
8/21/2023

Pay Day Register

Pay Date Range 07/01/23 - 07/14/23
Pay Batch 202315

PSPRS FIRE DB RATE - TIER 1a	4,539.83	59,344.38
PSPRS FIRE DB RATE - TIER 1b	865.58	11,314.90
PSPRS FIRE DB RATE - TIER 2	357.97	4,679.34
PSPRS FIRE DB RATE - TIER 3	2,908.18	30,420.41
PSPRS FIRE DC RATE - TIER 3	210.93	2,343.66
PSPRS FIRE DISABILITY RATE	33.51	2,343.66
PSPRS POLICE DB RATE - TIER	4,771.76	62,375.70
PSPRS POLICE DB RATE - TIER	1,588.22	20,761.11
PSPRS POLICE DB RATE - TIER 2	967.03	12,640.77
PSPRS POLICE DB RATE - TIER 3	4,395.91	45,853.43
STANDARD LIFE ADDTNL	1,109.90	.00
TRANSWESTERN MEXICAN	195.00	.00
U.S. MEX DENTAL - EE &	533.78	.00
U.S. MEX DENTAL - EE &	82.12	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	538.02	.00
US & MEX HEALTH = C	5,124.24	.00
US & MEX HEALTH = FAMILY	6,364.46	.00
US & MEX HEALTH = SP	996.38	.00
VSP - VISION CHILDREN	243.95	.00
VSP - VISION FAMILY	348.50	.00
VSP - VISION SPOUSE	125.46	.00
Net	$478,059.03	

SUTA/UNEMPLOYMENT	3,903.61	650,596.90
Total	$56,482.54	

Workers' Comp		Gross Base
ANIMAL CONTROL OFFICERS	68.12	3,027.67
ATTORNEY- ALL & CLERICAL-	78.18	35,537.36
AUTO SERVICE/ REPAIR	252.08	9,035.50
BUILDING- NOC OPER BY	642.95	17,760.88
BUS COMPANY AND DRIVERS	191.06	3,461.22
CLERICAL OFFICE/ LIBRARY/	355.88	148,291.24
Electrician	68.58	2,184.00
FIREFIGHTERS	316.14	8,980.80
FIREFIGHTERS & DRIVERS	5,670.47	119,378.98
GARBAGE/ ASH/ REFUSE	547.89	8,766.20
Homemaker Service	39.88	1,741.52
MUNICIPAL/ TOWN/	781.34	44,647.92
PARKS- NOC ALL EMPLOYEES	751.20	24,231.95
POLICE OFFICERS	7,213.32	151,859.56
RECREATION- ALL EMPLOYEES/	368.69	26,913.13
SEWAGE DISPOSAL/ PLANT	944.59	27,458.64
Street or Road Construction	2,405.63	27,243.93
WATERWORKS OPERATIONS	792.50	22,839.09
Total	$21,488.50	

Direct Deposits	Amount
1st Bank Yuma	42,265.70
ACADEMY BANK	2,737.46
Bank of America	2,161.00
Bank of America CA	938.69
Bankcorp	200.00
CAPITAL ONE	329.98
Charles Sch	250.00
Chase Bank	231,435.16
CHASE BANK CA	1,373.54
CHASE BANK MORGAN	2,490.74
CHASE BANK TX	3,296.38
chase centro	1,804.92
discover	900.00
Federal Credit Union	39,647.98
FF CREDIT UNION	2,148.79
FIREFIGHTER FIRST CREDIT UNION	5,764.85
HUGHES FCU	1,469.60
MECHNICS BANK	1,240.29

Schedule D

Mace 8/10
8/21/2023

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. C.**

Meeting Date: 08/09/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding an employment contract with Jerry Landau as an Assistant Magistrate to serve temporarily part-time per City Council action on July 26, 2023. **(Jenny Torres, Acting City Manager)**

SUMMARY:

On January 11, 2023, the Arizona Supreme Court ordered the Yuma Superior Court Presiding Judge David M. Haws to take administrative control and oversight of the day-to-day operations of the San Luis Municipal Court due to the resignation of the city's magistrate.

Alicia Zermeño has been performing the duties of an on-call, as-needed, temporary municipal magistrate upon the contract of the City Council and Administrative Order of Judge Haws, which he issued on January 23, 2023.

On July 18, 2023, Judge Haws appointed Jerry G. Landau as an on-call, as-needed, temporary municipal magistrate. As is the rule for all temporary magistrates, the city must pay the costs.

Side Note: In the orders, the term "assistant" magistrate is used for municipal court temporary magistrates because the term "pro tem" or "pro tempore" judge is not used in the Arizona statutes for temporary magistrates in municipal court.

Under the San Luis City Code §§ 2.30.200 and 2.30.210, the City Council has the power to appoint magistrates and assistant magistrates who serve in the absence of a magistrate.

Experience of Jerry G. Landau

Jerry G. Landau was admitted to practice law by the Arizona State Bar in 1975. He worked as a Deputy Maricopa County Attorney and rose to prominence as a prosecutor. After retiring in 2004, he began as a legislative liaison for the Arizona Supreme Court, Administrative Office of the Court ("AOC"), as the Director of Government Affairs. He is still affiliated with the AOC as a Special Projects Consultant. The Court-appointment to the San Luis Municipal Court is one of the projects. He was recently appointed to Page Justice Court and Maricopa County Courts for temporary judicial assignments.

<u>City Council Action on July 26, 2023</u>

At City Council's July 26, 2023, Regular Meeting, Council approved hiring Jerry Landau as a part-time, temporary regular employee at the rate of $79.18 per hour for 28 hours per week and mileage for one round-trip a week from his home in Maricopa County, and lodging. The staff estimated the cost of mileage and lodging at approximately $847.06 per week. The commute to and from the hotel to the San Luis Municipal Court will be treated as an employment commute and will not be compensated

separately from his hourly pay. The foregoing terms are in the contract. At the July 26 meeting Council directed the Acting City Manager to sign the contract since he had already been appointed by the Presiding Judge on July 18, 2023, and staff needed to start compensating him for the initial ground-work time he has put in on behalf of the San Luis Municipal Court.

After negotiating the contract the fiscal impact is more than anticipated at the July 26 Council Meeting.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE ASSISTANT MAGISTRATE CONTRACT WITH JERRY LANDAU AS PRESENTED.

Fiscal Impact

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

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

The City has sufficient budget for this temporary employment. The hourly pay will come from the salary line budgeted for the Magistrate, which is currently vacant. Temporary, part-time, employees do not receive employee benefits other than 40 hours per year for sick leave under Arizona law. The rate of $79.18 per hour, times a maximum of 28 hours per week, equals $2,271.04 per week.

The mileage, 6 hours travel time, meals and lodging will come from other vacancies in the staffing of the Municipal Court.

The GSA rate for mileage is $0.655 per mile, the round trip mileage is compensated for 382 miles $250.21, per week.Compensation for 6 Hours travel time times $79.18 per hour is $475.08 . So the total compensation for travel is $725.30

The GSA rate for lunch is $15 and for dinner $26, which is less than they City's rate. It is anticipated 3 lunches and 2 Dinners per week for a total of $97.00 per week.

The GSA rate for lodging is $151 per night for an estimated maximum of 4 times per week for $604 per week.

Attachments

Contract

CITY OF SAN LUIS, ARIZONA

Employment of an
On-Call, As-Needed, Temporary, Assistant City Magistrate

This on-call, as-needed, temporary, assistant city magistrate employment contract ("Contract") is entered into this ___ day of August 2023 and effective as of July 18, 2023, under Yuma County Superior Court Administrative Order 2023-20 by and between the CITY OF SAN LUIS, ARIZONA, an Arizona municipal corporation ("City") and JERRY G. LANDAU, an individual ("Assistant Magistrate"). City and Assistant Magistrate may be referred to individually as "Party" and collectively as "Parties."

WHEREAS, the San Luis Magistrate's Court established under San Luis City Code § 2.30.010 ("Magistrate's Court") is without a Presiding Magistrate; and

WHEREAS, on January 11, 2023, Arizona Supreme Court Chief Justice Robert Brutinel issued Administrative Oder 2023-04 ordering Yuma County Superior Court Presiding Judge David M. Haws to assume administrative control and oversight of the day-to-day operations of the Magistrate's Court, including the power to assign judicial officers as needed to conduct the court business; and

WHEREAS, the Arizona Constitution, at Article 6 § 11, requires county presiding judges to exercise administrative supervision over the judges in their counties.

WHEREAS, Chief Justice Brutinel's order required the City to pay any costs associated with operating the Magistrate's Court, including the cost for judicial officers; and

WHEREAS, on July 18, 2023, Presiding Judge Haws issued Administrative Order 2023-20 appointing Jerry G. Landau as an on-call, as needed, Assistant City Magistrate and ordered the City to prepare a separate contract;

WHEREAS, Jerry G. Landau has more than forty years of legal experience, including:

- Division Chief in the Maricopa County Attorney's Office,
- Director of Government Affairs for the Arizona Supreme Court Administrative Office of the Courts, and
- continued affiliation with the Arizona Supreme Court as a Special Projects Consultant, which also includes a recent appointment to temporarily serve in both Page Justice Court and Maricopa County Courts;

WHEREAS, under San Luis City Code § 2.30.210, an assistant city magistrate performs the duties of the City Magistrate in the absence of the City Magistrate;

WHEREAS, San Luis City Code § 2.30.210 authorizes the San Luis City Council to set the terms for employment for an Assistant City Magistrate; and

WHEREAS, on July 26, 2023, San Luis City Council authorized hiring Jerry G. Landau as Assistant Magistrate at the compensation in Section 4 of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which is by this Contract acknowledged, the City and Assistant Magistrate voluntarily and knowingly agree as follows:

Section 1 Duties

A. The Assistant Magistrate shall perform the function and duties specified in the San Luis City Code or as required by Arizona law or the Arizona Supreme Court rule of regulation for an Assistant Magistrate.

B. The Assistant Magistrate shall train Magistrate's Court staff on judicial procedures and recordkeeping necessary for its efficient operation and in service to the public having business with the Magistrate's Court.

C. The Assistant Magistrate shall perform and cause the Magistrate's Court staff to perform their functions and duties in compliance with all applicable San Luis Personnel Policies, other City policies, and procedures in the City's Code, orders, or directives.

Section 2 Term

A. The Parties agree that this Contract ends when the City hires a Magistrate unless a brief overlap of the Assistant City Magistrate and the hired Magistrate is reasonable for both the City's budget and the Magistrate's Court judicial operations. The Parties agree to facilitate communication with the Office of the Presiding Judge and the City throughout the process of hiring a permanent Magistrate. The Parties agree to meet to discuss the Magistrate's Court's operational needs and duration of any overlap of the Assistant Magistrate and the Magistrate and the City's budgetary constraints.

B. The Parties agree that in no circumstances shall this Contract exceed a two-year term and shall terminate automatically on July 17, 2025, if it has not terminated earlier.

Section 3 Termination

The City may terminate this Contract immediately if the Assistant Magistrate is unable to discharge the Assistant Magistrate's duties for any reason. The Assistant Magistrate agrees to advise the Mayor and City Council, City Management, and the City Attorney immediately if

the Assistant Magistrate receives a bar or judicial conduct complaint or becomes aware of any other matter that could possibly lead to removal from office.

Section 4 Compensation and Definitions

A. **Definitions:** In addition to those terms previously defined in this Contract, the following definitions apply:

   GSA means the United States General Services Administration.

   Week means the City's payroll week, starting on Saturday and ending on Friday.

B. Considering the Assistant Magistrate's experience, the City agrees to pay $79.18 per hour, which is within the upper range of the City's pay grade for the position. Payment shall be every two weeks on the City's payroll schedule. The Assistant Magistrate shall have all employee benefits afforded a part-time, temporary, City employee. If there is a conflict between employee benefits and this Contract, this Contract shall control.

C. Round-trip transportation is required from the Assistant Magistrate's home in Maricopa County to lodging near the Court for the Assistant Magistrate to fulfill this Contract. The City will compensate $725.30 per round trip. The City is not compensating for the commute to and from the Magistrate's Court and the lodging.

D. The City agrees to pay for meals at the GSA rate of $15 for lunch (noon to 2:00 p.m.) and $26 for dinner (after 6:00 p.m.) on days that the Assistant magistrate is away from home to conduct the business of the Magistrate's Court physically in person.

E. The City agrees to pay lodging at the GSA rate ($151.00 per night) for four (4) nights or fewer per Week. It is anticipated that the Assistant Magistrate will usually need only two (2) or three (3) nights' lodging per Week. If the Assistant Magistrate must stay five (5) nights in a particular Week due to necessary operations of the Magistrate's Court, then he shall notify the City Manager and City Finance Director or their designees as soon as practical that it is known that a fifth night will be needed. The City will get the benefit of the bargain if the lodging is less than $151.00 per night. The Assistant Magistrate will pay out-of-pocket if the lodging is more than $151.00 per night.

Section 5 Work Hours

The Assistant Magistrate shall work during such hours as are necessary to operate and maintain the Magistrate's Court properly, but in no circumstances shall the Assistant Magistrate work beyond twenty-eight (28) hours a Week. Transportation time is compensated in Section 4(C) above. Transportation time is not part of the twenty-eight (28) work hours calculation.

Section 6 Professional Development

A. The City agrees to allow the Assistant Magistrate unpaid time off if the Assistant Magistrate must attend mandatory continuing legal or judicial education or other professional duties for the Arizona Supreme Court during the term of this Contract.

B. The City will not provide the Assistant Magistrate funds and travel-related reimbursements for the purposes above in Section 6(A).

Section 7 Other Terms and Conditions of Employment

The City Council shall fix any other terms and conditions as it may determine from time to time relating to the performance of the Assistant Magistrate, provided that such terms and conditions are consistent with or otherwise not in conflict with provisions of this Contract, Administrative Orders of the Arizona Supreme Court or Administrative Orders of the Yuma County Superior Court Presiding Judge, Arizona Supreme Court rule or regulation, or other applicable law.

Section 8 Miscellaneous

A. This Contract shall constitute the entire agreement between the Parties.

B. If any portion of this Contract is held invalid by the decision of a court of competent jurisdiction or operation of law, then the remainder of this Contract shall not be affected and shall remain in full force and effect.

C. A waiver of any right under this Contract must be in writing to be effective. This Contract may be amended only by a writing signed by the Parties. Any oral representation or modification concerning this Contract shall be of no force or effect.

D. This Contract shall be interpreted that the Assistant Magistrate is an employee and not an independent contractor.

E. The language of all parts of this Contract shall be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties. This Contract shall be governed by and construed under Arizona law except to the extent federal law applies. Any dispute or other legal action concerning this Contract shall be conducted in a court of competent jurisdiction in Arizona.

F. This Contract is subject to the conflict cancellation provisions of A.R.S. § 38-511.

The parties have executed this Contract in the State of Arizona, the day and year first set forth above, which is the date the last Party signed.

Jerry G. Landau, Assistant Magistrate

City of San Luis, Arizona

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. D.**

Meeting Date: 08/09/2023

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: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2285. A resolution of the Mayor and City Council of the City of San Luis, Arizona, removing property from the San Luis Port Subdivision Street Lighting Improvement District; declaring certain territory to be no longer benefited by inclusion within the district; amending the district boundaries to exclude such areas; and forming a new district, to be known as Los Mezquites Street Lighting Improvement District, out of the balance of the original district pursuant to A.R.S. §48-616(H). **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

On January 10, 2018, City Council adopted Resolution No. 2021 creating the Street Lighting Improvement District (SLID) and Resolution No. 2022 creating the Enhanced Municipal Services District (EMSD) for the area known as San Luis Port Subdivision.

This subdivision was originally planned to be an industrial and commercial subdivision. When this subdivision was approved, as part of the regular process, new improvement districts were created, however, the subdivision was never constructed or recorded. The property was sold, and the new owner developed the land as commercial and residential. The new commercial area is known as Plaza Colibri Commercial Subdivision and the residential area is known as Los Mezquites Subdivision, which has multiple phases.

This caused the improvement districts to cover residential and commercial properties. The proposed solution is to amend the boundaries of the original improvement district and align it with the residential area to be known as Los Mezquites Street Lighting Improvement District. This will remove the commercial area from the district since this property is now developed as Plaza Colibri Commercial Subdivision and has its own improvement districts created with the subdivision process (Resolution No. 2270 and 2272).

The Street Lighting Improvement District adopted by Resolution No. 2021 will be amended by a new resolution pursuant to **Arizona Revised Statute §48-616(H)**. *"In the event an improvement district is formed that includes the construction and operation of street lighting facilities within all or any part of the territory of a district formed under this section, the governing body may by resolution summarily delete from the district formed under this section any area covered by a subsequently formed district and form a new district from the balance of the original district formed under this section."*

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2285.

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

Resolution No. 2285

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2285

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, REMOVING PROPERTY FROM THE SAN LUIS PORT SUBDIVISION STREET LIGHTING IMPROVEMENT DISTRICT; DECLARING CERTAIN TERRITORY TO BE NO LONGER BENEFITED BY INCLUSION WITHIN THE DISTRICT; AMENDING THE DISTRICT BOUNDARIES TO EXCLUDE SUCH AREAS; AND FORMING A NEW DISTRICT, TO BE KNOWN AS LOS MEZQUITES STREET LIGHTING IMPROVEMENT DISTRICT, OUT OF THE BALANCE OF THE ORIGINAL DISTRICT PURSUANT TO A.R.S. §48-616(H).

WHEREAS, the City of San Luis, Arizona (the "City") is authorized and empowered pursuant to the Arizona Improvement District Law, Title 8 of the Arizona Revised Statutes, as amended, to establish a street lighting improvement district as proposed by a verified petition; and

WHEREAS, on January 10, 2018, after the submission of a verified petition to establish an improvement district, City Council adopted Resolution No. 2021 establishing the San Luis Port Subdivision Street Lighting Improvement District ("District"); and

WHEREAS, Arizona Revised Statute §48-616(H), provides that in the event an improvement district is formed that includes the construction and operation of street lighting facilities within all or any part of the territory of a district formed under this section, the governing body may by resolution summarily delete from the district formed under this section any area covered by a subsequently formed district and form a new district from the balance of the original district formed under this section; and

WHEREAS, the layout of the property as shown on the original boundary changed and is now being developed as a multi-phased residential subdivision known as Los Mezquites Subdivision and Plaza Colibri Commercial Subdivision, as shown on "Exhibit B"; and

WHEREAS, the area now known as Plaza Colibri Commercial Subdivision is covered by a subsequently formed district adopted by Resolution No. 2270 and Resolution No. 2271; and

WHEREAS, the boundary adjustment proposed that the boundaries of the District be adjusted to delete certain real property, known as Plaza Colibri Commercial Subdivision, from the District's existing boundaries; and

WHEREAS, the City Council has determined that the proposed boundary adjustment is necessary and in the interest of the public health, safety, morals and general welfare of the people of the City to adjust the boundaries of the District as provided in the Boundary Adjustment Map attached hereto and incorporated herein as "Exhibit B"

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

SECTION 1: The boundaries of the District are hereby adjusted to delete real property known as Plaza Colibri Commercial Subdivision from the original district boundary as shown on the map attached hereto as "Exhibit A".

SECTION 2: The boundaries of the District are hereby adjusted as shown on the new boundary map attached hereto as "Exhibit B" and forming a new district, to be known as Los Mezquites Street Lighting Improvement District, out of the balance of the original to A.R.S. §48-616(H).

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2023.

_____

Luis E. Cabrera, Vice Mayor

ATTEST:

_____

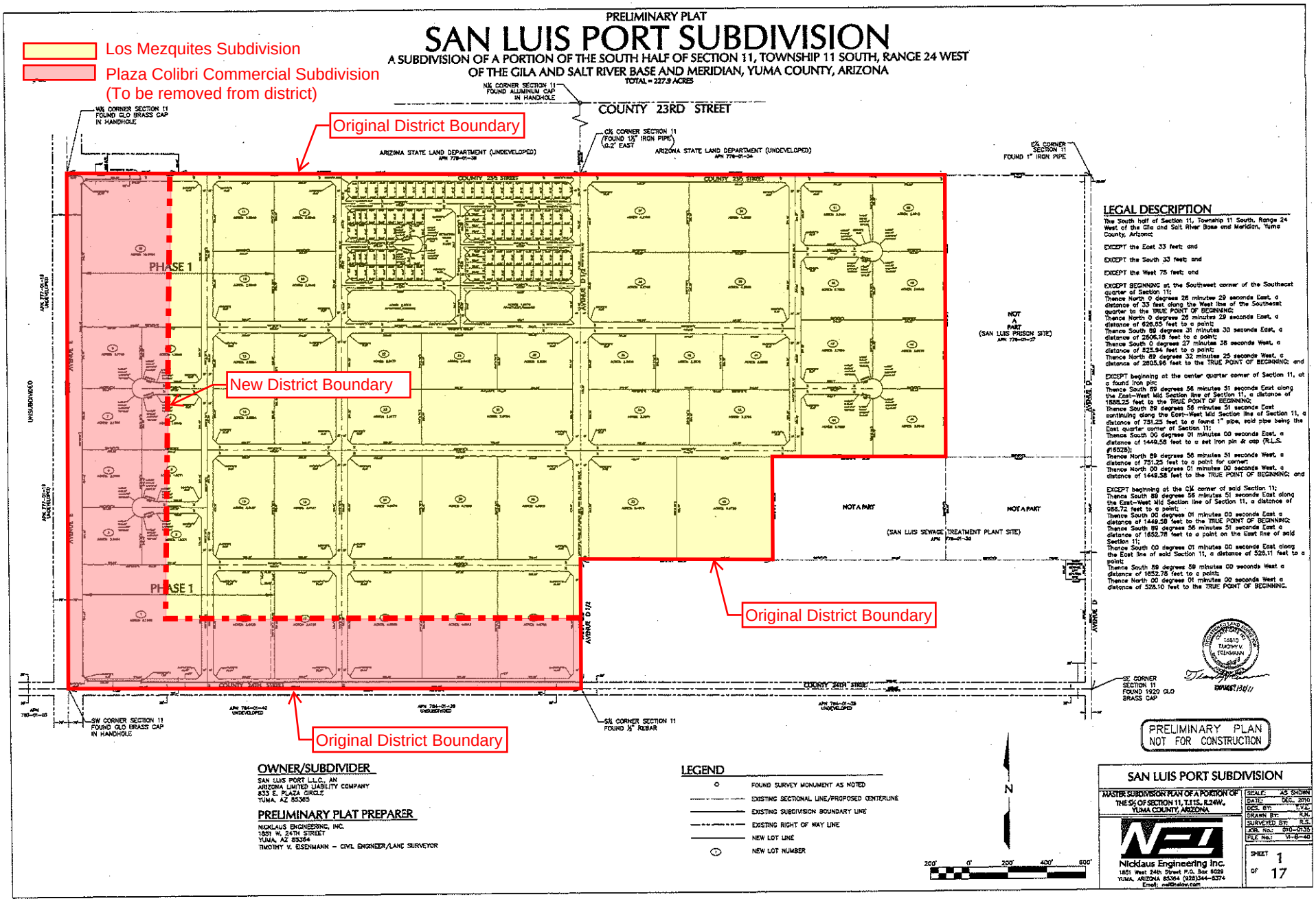
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

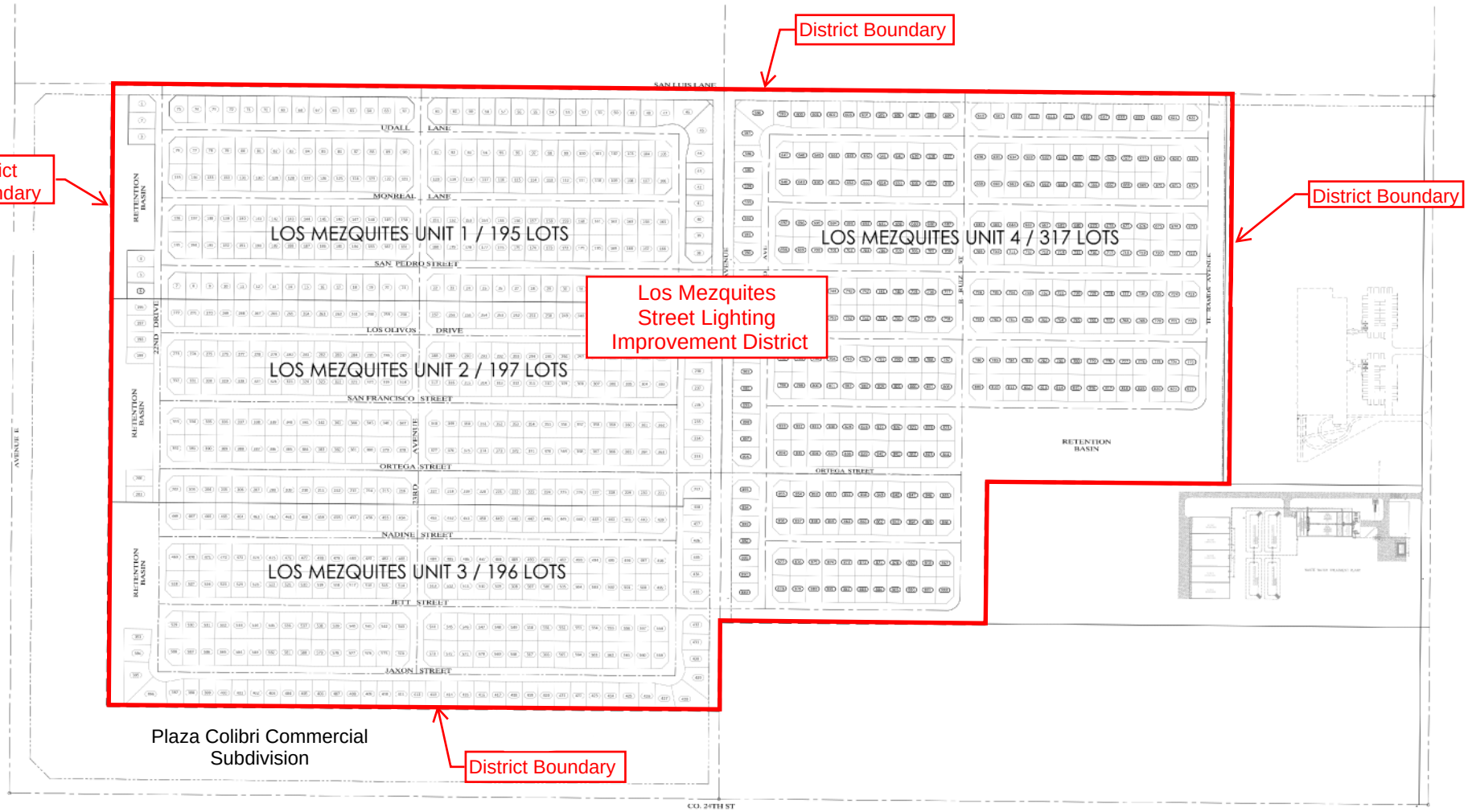
"Exhibit A"


Los Mezquites Subdivision
Plaza Colibri Commercial Subdivision
(To be removed from district)
PRELIMINARY PLAT
SAN LUIS PORT SUBDIVISION
A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
TOTAL = 227.9 ACRES
COUNTY 23RD STREET
Original District Boundary
New District Boundary
Original District Boundary
Original District Boundary
PHASE 1
PHASE 1
NOT A PART
(SAN LUIS PRISON SITE)
NOT A PART
NOT A PART
(SAN LUIS SEWAGE TREATMENT PLANT SITE)
LEGAL DESCRIPTION
OWNER/SUBDIVIDER
PRELIMINARY PLAT PREPARER
LEGEND
PRELIMINARY PLAN
NOT FOR CONSTRUCTION
SAN LUIS PORT SUBDIVISION
Nicklaus Engineering Inc.

"Exhibit B"

LOS MEZQUITES UNIT 1-4
MASTER PLAN LAYOUT

LOTS= 905 ACREAGE=191.30



AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. E.**

Meeting Date: 08/09/2023

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: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2286. A resolution of the Mayor and City Council of the City of San Luis, Arizona, removing property from the San Luis Port Subdivision Municipal Services Improvement District; declaring certain territory to be no longer benefited by inclusion within the district; amending the district boundaries to exclude such areas; and forming a new district, to be known as Los Mezquites Enhanced Municipal Services Improvement District, out of the balance of the original district pursuant to A.R.S. § 48-575(J). **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

On January 10, 2018, City Council adopted Resolution No. 2021 creating the Street Lighting Improvement District (SLID) and Resolution No. 2022 creating the Enhanced Municipal Services District (EMSD) for the area known as San Luis Port Subdivision.

This subdivision was originally planned to be an industrial and commercial subdivision. When this subdivision was approved, as part of the regular process, new improvement districts were created, however, the subdivision was never constructed or recorded. The property was sold, and the new owner developed the land as commercial and residential. The new commercial area is known as Plaza Colibri Commercial Subdivision and the residential area is known as Los Mezquites Subdivision, which has multiple phases.

This caused the improvement districts to cover residential and commercial properties. The proposed amendment is to change the boundaries of the original improvement district and align it with the residential area to be known as Los Mezquites Enhanced Municipal Services Improvement Districts. This will remove the commercial area from the district since this property is now developed as Plaza Colibri Commercial Subdivision and has its own improvement districts created with the subdivision process (Resolution No. 2270 and 2272).

The Enhanced Municipal Services District Adopted by Resolution No. 2022 will be amended by a new resolution pursuant to **Arizona Revised Statute §48-575(J).** *"If, in the opinion of the governing body, any territory of a district formed under this section is not benefited by being a part of the district, the governing body may, by resolution, exempt such territory from assessment under this chapter, or if any portion of the territory of a district formed under this section is no longer benefited by being a part of the district, the governing body may, by resolution, summarily delete from the district formed under this section any such area and may form a new district from the balance of the original district formed under this section."*

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2286.

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

Resolution No. 2286

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2286

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, REMOVING PROPERTY FROM THE SAN LUIS PORT SUBDIVISION MUNICIPAL SERVICES IMPROVEMENT DISTRICT; DECLARING CERTAIN TERRITORY TO BE NO LONGER BENEFITED BY INCLUSION WITHIN THE DISTRICT; AMENDING THE DISTRICT BOUNDARIES TO EXCLUDE SUCH AREAS; AND FORMING A NEW DISTRICT, TO BE KNOWN AS LOS MEZQUITES ENHANCED MUNICIPAL SERVICES IMPROVEMENT DISTRICT, OUT OF THE BALANCE OF THE ORIGINAL DISTRICT PURSUANT TO A.R.S. §48-575(J).

WHEREAS, the City of San Luis, Arizona (the "City") is authorized and empowered pursuant to the Arizona Improvement District Law, Title 8 of the Arizona Revised Statutes, as amended, to establish an enhanced municipal improvement district as proposed by a verified petition; and

WHEREAS, on January 10, 2018, after the submission of a verified petition to establish an improvement district, City Council adopted Resolution No. 2022 establishing the San Luis Port Subdivision Municipal Services Improvement District ("District"); and

WHEREAS, Arizona Revised Statute §48-575(J), provides that in the opinion of the governing body, any territory of a district formed under this section is not benefited by being a part of the district, the governing body may, by resolution, exempt such territory from assessment under this chapter, or if any portion of the territory of a district formed under this section is no longer benefited by being a part of the district, the governing body may, by resolution, summarily delete from the district formed under this section any such area and may form a new district from the balance of the original district formed under this section; and

WHEREAS, the layout of the property as shown on the original boundary changed and is now being developed as a multi-phased residential subdivision known as Los Mezquites Subdivision and Plaza Colibri Commercial Subdivision, as shown on "Exhibit B"; and

WHEREAS, the area now known as Plaza Colibri Commercial Subdivision is covered by a subsequently formed district adopted by Resolution No. 2272 and Resolution No. 2273; and

WHEREAS, the boundary adjustment proposed that the boundaries of the District be adjusted to delete certain real property, known as Plaza Colibri Commercial Subdivision, from the District's existing boundaries; and

WHEREAS, the City Council has determined that the proposed boundary adjustment is necessary and in the interest of the public health, safety, morals and general welfare of the people of the City to adjust the boundaries of the District as provided in the Boundary Adjustment Map attached hereto and incorporated herein as "Exhibit B"

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

SECTION 1: The boundaries of the District are hereby adjusted to delete real property known as Plaza Colibri Commercial Subdivision from the original district boundary as shown on the map attached here to as "Exhibit A".

SECTION 2: The boundaries of the District are hereby adjusted as shown on the new boundary map attached here to as "Exhibit B" and forming a new district, to be known as Los Mezquites Enhanced Municipal Services Improvement District, out of the balance of the original district pursuant to A.R.S. §48-575(J).

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this _____ day of _____, 2023.

_____

Luis E. Cabrera, Vice Mayor

ATTEST:

_____

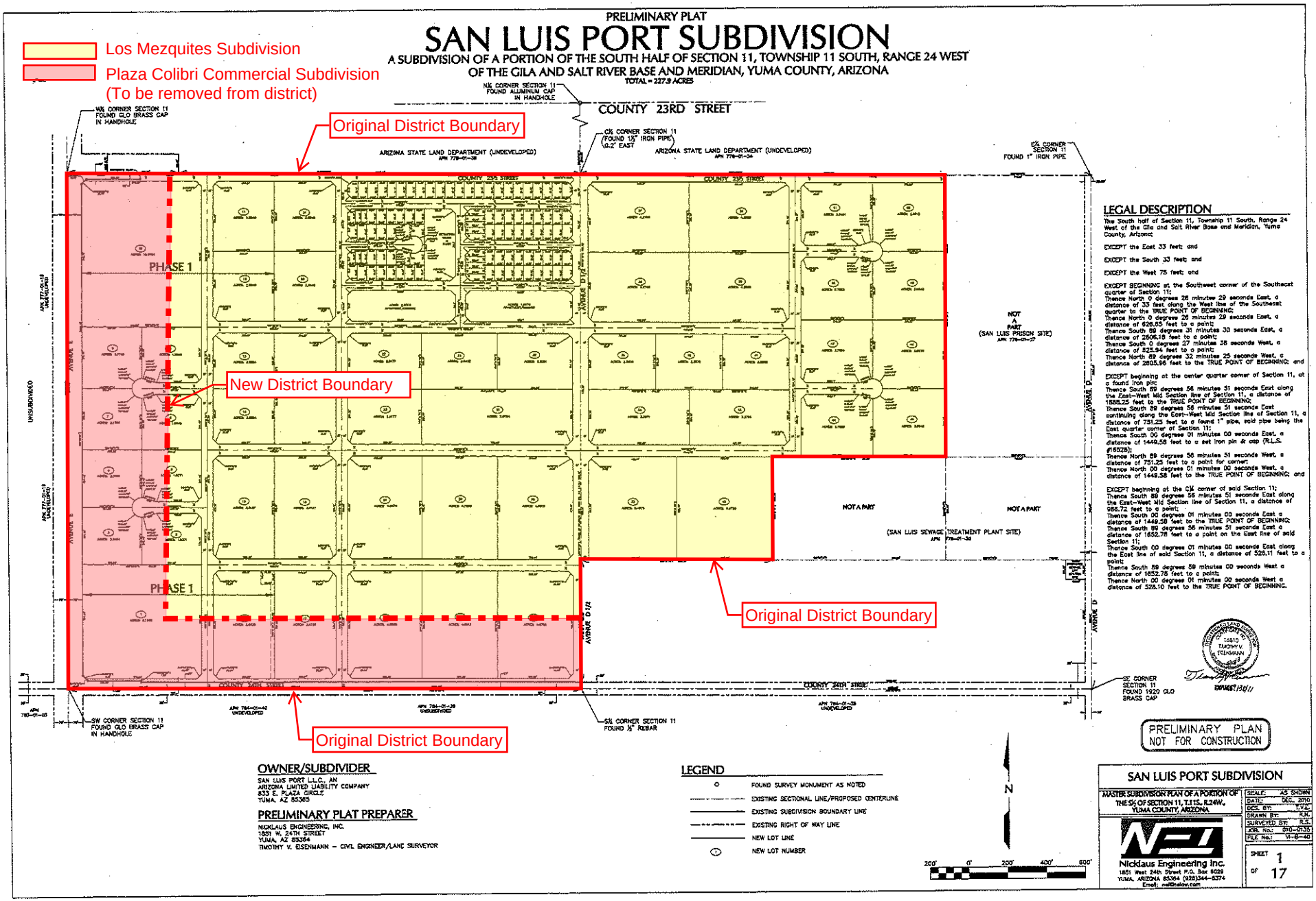
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

"Exhibit A"


Los Mezquites Subdivision
Plaza Colibri Commercial Subdivision
(To be removed from district)
PRELIMINARY PLAT
SAN LUIS PORT SUBDIVISION
A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA
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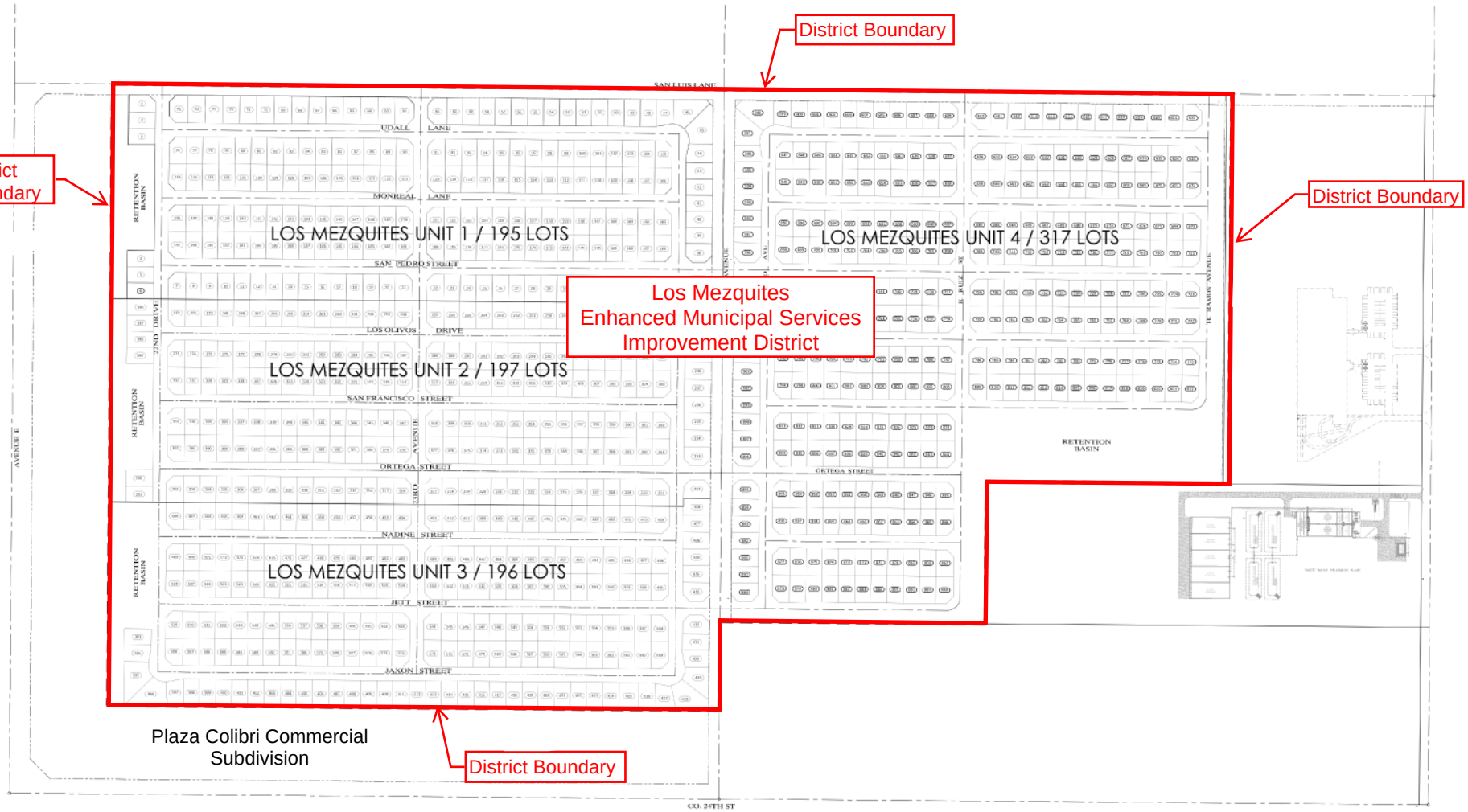
OWNER/SUBDIVIDER
PRELIMINARY PLAT PREPARER
LEGEND
PRELIMINARY PLAN
NOT FOR CONSTRUCTION
SAN LUIS PORT SUBDIVISION
Nicklaus Engineering Inc.

"Exhibit B"

LOS MEZQUITES UNIT 1-4
MASTER PLAN LAYOUT

LOTS= 905 ACREAGE=191.30



AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. A.**

Meeting Date: 08/09/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action to end Alicia Zermeño contract as a temporary assistant magistrate for the San Luis Municipal Court. **(Jenny Torres, Acting City Manager)**

SUMMARY:

Why the term "assistant" magistrate:

The term "assistant" magistrate is used for municipal court temporary magistrates because the term "pro tem" or "pro tempore" judge is not used in the Arizona statutes for temporary magistrates in municipal court.

Under the San Luis City Code §§ 2.30.200 and 2.30.210, the City Council has the power to appoint magistrates and assistant magistrates who serve in the absence of a magistrate.

Sequence of Events

On January 11, 2023, the Arizona Supreme Court ordered the Yuma Superior Court Presiding Judge David M. Haws to take administrative control and oversight of the day-to-day operations of the San Luis Municipal Court due to the resignation of the city's magistrate.

On January 23, 2023, Judge Haws issued an Administrative Order for Alicia Zermeño to perform the duties of an on-call, as-needed, temporary municipal magistrate with the Contract of the City.

On July 18, 2023, Judge Haws appointed Jerry G. Landau as an on-call, as-needed, temporary municipal magistrate. As is the rule for all temporary magistrates, the city must pay the costs.

On July 24, 2023, the Staff gave Ms. Zermeño in-person verbal notice that the Staff intended to recommend to the City Council termination of the contract due to the budgetary constraints of having to pay two (2) temporary assistant magistrates.

On July 26, 2023, City Council approved hiring Mr. Landau. His contract is on the City Council's August 9, 2023, agenda.

On August 3, 2024, Staff provided written notice to Ms. Zermeño of the recommendation to end the contract.

Recommendation

Due to budgetary concerns, the Staff recommends ending the contract with Ms. Zermeño. Mr. Landau needs time to attend to personal and professional matters and requested Ms. Zermeño attend to the cases through August 18. So, Staff is recommending that the contract cover through August 18. At the next Council Meeting, the Staff intends to bring a final item on this contract. Payments on Ms.

Zermeño's contract have exceeded the $45,000 limit. Once finance has the final dollar amount, the Staff will bring the final amount for ratification.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE THAT THE CONTRACT WITH ALICIA ZERMEÑO DATED JANUARY 25, 2023, SHALL TERMINATE AT THE END OF THE BUSINESS DAY ON AUGUST 18, 2023.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	To Be Determined
BUDGETED AMOUNT:	$45,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	To Be Determined

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

Payment is $500 per day. The fiscal impact depends upon how many days operationally will be needed through August 18, 2023. The payments have already exceeded the $45,000 cap in the contract.

Attachments

Zermeño Contract

EMPLOYMENT AGREEMENT

This agreement is made this 25th day of January 2023, at the City of San Luis, County of Yuma, State of Arizona, between The City of San Luis, Arizona, ("City"), a municipal corporation of the State of Arizona, 1090 E. Union Street., San Luis, Arizona, and Alicia Zermeno Aguirre, an attorney duly licensed and in good standing with the State of Arizona, referred to in this agreement as Magistrate ("Magistrate"). In consideration of the mutual covenants, agreements and promises provided herein, the sufficiency of which is expressly acknowledged, City and Magistrate agree as follows:

SECTION I
TERM AND NATURE OF EMPLOYMENT

This Employment Agreement is for a specific and limited duration. The purpose is to provide an Assistant City Magistrate for the Municipal Court pursuant to Administrative Order No. 2023-04 of the Yuma County Superior Court. The Magistrate shall be employed by the City of San Luis as Magistrate for the duration of said Administrative Order or until such time as either the City Council appoints a Presiding Magistrate for a term of office. In the event of appointment of a Presiding Magistrate, City shall provide at least fourteen calendar days' notice of the expiration of this agreement,

SECTION II
DUTIES

During the Agreement Period, the Magistrate shall perform the duties of office as provided by Chapter 2.30 of Title 2 of the City Code and Chapter 4 of Title 22 of the Arizona Revised Statutes.

SECTION III
RATE OF COMPENSATION

A. The salary of the Magistrate shall be a per diem rate of five hundred fifty dollars ($550.00) for each day of work. The Municipal Court is open five days a week, excluding legal holidays. Magistrate is to be an independent judge and therefore shall solely determine her days of work. All sums due Magistrate are to be paid bi-weekly.

B. Magistrate shall not be eligible for city employee benefits.

C. This employment is for a neutral objective judicial officer, and the employment is not subject to the will of Council. However, it is a position that may be subject to discipline or removal in the event of judicial misconduct.

D. This agreement is being executed by the City Manager pursuant to the authority of §3.05.080 of the City Code. Approval of City Council of this agreement will be necessary before total compensation can exceed forty-five thousand dollars. ($45,000.00).

SECTION IV
TERMINATION OF EMPLOYMENT

A. The City Council may not terminate this Agreement except for good cause. Termination "for cause" includes, but is not limited to, termination for: material breach of this agreement by Magistrate; intentional nonperformance or dereliction of Magistrate's duties as detailed by this Agreement; judicial misconduct in violation of the Arizona Code of Judicial Conduct as adopted by the Supreme Court of Arizona; any felony conviction; or conviction of a crime of moral turpitude.

B. Magistrate agrees to give notice to City of any proceedings before the Commission on Judicial Conduct during the term of this agreement.

SECTION V
CONTRACT TERMS TO BE EXCLUSIVE

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

SECTION VI
WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

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

SECTION VII
CONTRACT GOVERNED BY LAW OF
STATE OF ARIZONA

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

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

In witness whereof, the City of San Luis, Arizona has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Clerk, and Alicia Zermeno Aguirre, has signed and executed this agreement at 1090 E. Union Street, San Luis, Arizona on the 25th day of January 2023.

/s/ Alicia Zermeño

Alicia Zermeno Aguirre, Magistrate

Ralph Velez, City Manager

Attest:

Sonia ~~Cuello,~~ Cornejo Clerk

Approved as to form:

City Attorney

4829-1002-0886, v. 1

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

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

In witness whereof, the City of San Luis, Arizona has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Clerk, and Alicia Aguirre Zermeno, has signed and executed this agreement at 1090 E. Union Street, San Luis, Arizona on the 25th day of January 2023.

Magistrate

Ralph Velez, City Manager

Attest:

Sonia Cornelio, Clerk

Approved as to form:

City Attorney

4829-1002-0886, v. 1

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. B.**

Meeting Date: 08/09/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding an intergovernmental agreement with the Yuma County Superior Court to provide security guard services due to a vacancy in that position at the San Luis Municipal Court. **(Jenny Torres, Acting City Manager)**

SUMMARY:

On January 11, 2023, the Arizona Supreme Court ordered the Yuma Superior Court Presiding Judge David M. Haws to take administrative control and oversight of the day-to-day operations of the San Luis Municipal Court due to the resignation of the city's magistrate. The Arizona Supreme Court also ordered any costs associated with operating the San Luis Municipal Court shall be a city cost. (The order is attached to this agenda item).

In June 2023, the security guard position became vacant. Judge Haws and his staff discovered in overseeing the day-to-day operations that there was a need for properly certified professional staff in the position. It is important that the other staff in place now at the San Luis Municipal Court understand the function of that position and see for themselves how that position functions. All but one of the staff have been there less than two (2) years.

By approximately June 19, 2023, the Yuma Superior Court was able to fill the position by rotating its own staff so that there is coverage in the Municipal Court for all five (5) work-week days. However, the Superior Court is able to do this by having its security guards work on their day off.

At the writing of this agenda, the staff is working on the Intergovernmental Agreement. It will have to be approved by an attorney in the Arizona Attorney General's Office, who are the Court's attorneys. However, the City Council is seeing this item now because the city has received the first invoice for the services. The Intergovernmental Agreement will properly document the authorization of this cost in addition to the Arizona Supreme Court Order attached.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH THE YUMA SUPERIOR COURT FOR SECURITY GUARD SERVICES FOR THE SAN LUIS MAGISTRATE'S COURT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	To Be Determined

BUDGETED AMOUNT: See Fiscal Impact Statement

AVAILABLE AMOUNT TO TRANSFER: See Fiscal Impact Statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See Fiscal Impact Statement

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

Monica

Attachments

IGA

Supreme Court Admin Order

INTERGOVERNMENTAL AGREEMENT

BY AND AMONG

YUMA COUNTY, SUPERIOR COURT OF YUMA COUNTY

AND CITY OF SAN LUIS

FOR COURTHOUSE COURT SECURITY SERVICES

THIS INTERGOVERNMENTAL AGREEMENT, dated this ___ day of August, 2023, by and between CITY OF SAN LUIS, a municipal corporation of the State of Arizona (hereinafter "CITY"), and YUMA COUNTY, a political subdivision of the State of Arizona (hereinafter "COUNTY"), and SUPERIOR COURT OF YUMA COUNTY, Judicial branch of the State of Arizona (hereinafter the "COURT"), witnesses as follows:

RECITALS:

WHEREAS, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, Subsection (J) of Section 11-952 of the Arizona Revised Statutes authorizes public agencies to enter into agreements with the superior court, justice courts and municipal courts for related services and facilities of such courts; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The San Luis Municipal Court, with office at 767 North William Brooks Avenue, P.O. Box 1670 San Luis, Arizona 85349, (hereinafter "Municipal Court"); and

WHEREAS, COUNTY, is a political subdivision of the State of Arizona, with office at 198 South Main Street, Yuma, Arizona 85364; and

WHEREAS, COURT, Judicial branch of the State of Arizona, with office at 250 West 2nd Street, Yuma, Arizona 85364; and

WHEREAS, Arizona State Constitution at Art. VI § 1 dictates all judicial power be vested in an integrated judicial department, and at Art. VI § 3 that the Supreme Court shall have administrative supervision over all courts of the State, and that the Supreme Court's Administrative Order No. 93-30, approving Administrative Rule V-A at subsection IIIA, stipulates that the Presiding Judge of the County shall exercise administrative supervision over all the courts in the county, including Justice and Municipal Courts, and that the Supreme Court's Administrative Order No. 95-45 mandates uniform education standards and policies for all the

courts; and

WHEREAS, on January 11, 2023, Chief Justice Robert Brutinel of the Arizona Supreme Court issued Administrative Order No. 2023-04 that Presiding Judge David M. Haws of the Yuma Superior Court take administrative control of the San Luis Municipal Court due to the lack of a Magistrate; and

WHEREAS, the Administrative Order No. 2023-04 ordered Judge Haws to assign judicial officers as needed to conduct the court business, and ordered the CITY to pay the cost; and

WHEREAS, the Municipal Court, the Yuma County Justice Courts, and the Superior Court (hereinafter collectively the "Courts") share commonalities in practice and procedure in many areas including security, interpreting, automation, court rules, court procedures, appellate procedure, case management, collections, probation, and other business and judicial practices; and

WHEREAS, in June of 2023, Judge Haws assigned Court Security personnel to include in their rotation among the Courts in Yuma County, the San Luis Municipal Court to fill a vacancy in that position; and

WHEREAS, most of the San Luis Municipal Court staff have two years or less in their positions and have little to no experience working in a court environment and so the staff have benefitted having professional Court Security personnel so that they understand what is expected from that position; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform and consistent professional court security services in the Courts to the greatest extent possible under the laws of the State of Arizona; and

WHEREAS, it is the intent and desire of the parties hereto continue the rotation of Court Security personnel until the City fills the vacancy of Court Security Officer;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. PURPOSE OF THIS AGREEMENT

A. The purpose of this Agreement is to establish a partnership between the Superior Court of Yuma County and the San Luis Municipal Court, with the goal being for the Superior Court of Yuma County to provide temporarily security services to the San Luis Municipal Court through court security officers to ensure the safety of all individuals in the San Luis Municipal Court. Partnering allows for more efficient and effective use of resources and provides opportunities to collaborate to provide consistent, unified and professional court security in the Superior Court of Yuma County and the San Luis Municipal Court.

B. This Agreement outlines the terms and conditions for the Superior Court of Yuma County to provide trained and experienced Court Security Officers to the San Luis Municipal Court, in order to enhance the overall security measures of the San Luis Municipal Court in preparation for the San Luis Municipal Court filling the vacancy it has in that position.

2. TERM

A. The initial term of the Agreement shall be from June 19, 2023, until the San Luis Court Security Officer position is filled.

3. UNIFIED IMPLEMENTATION OF COURT SECURITY SERVICES FOR COURTHOUSE SECURITY

A. This Agreement authorizes the Superior Court in Yuma County and the San Luis Municipal Court to work together in developing cooperative efforts in providing Court Security to the mutual benefit of the San Luis Municipal Court and the Superior Court in Yuma County located in San Luis, Arizona.

B. Under normal circumstances, the COURT shall provide Court Security Officers for Courthouse security (hereinafter "Court Security Services") for the CITY San Luis Municipal Court during normal operational business hours and special Court events.

C. Normal operational business hours include Monday through Friday, from 8:00 a.m. to 5:00 p.m., or for other special Court events with prior notice to the COURT's Court Security Manager and the Court Administrator.

D. In the event of an extreme staffing shortage, the COURT may not be able to facilitate Court Security Services at both the CITY and Superior COURT. Should this event occur, the CITY will need to temporarily provide its own Court Security Services until adequate staffing levels can be reestablished.

4. FUNDING

A. The upon the invoice of the COURT, the CITY shall pay the hourly rates of the Court Security Officers who cover the San Luis Municipal Court. If the particular Court Security Officer is working overtime to cover the San Luis Municipal Court, the COURT will bill for the overtime rate. The COURT's bill shall include the salary, and the following employee-related expenses: salary, Social Security and Medicare, Retirement, Workers' and Compensation. Mileage if needed is paid at the rate of 25 miles x $0.655 x 2.

B. Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by any of the parties or any other agency of the State of Arizona at the end of

the period for which funds are available. No liability shall accrue to any of the parties or any other agency of the State of Arizona in the event this provision is exercised, and none of the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. THE COURTS TO RETAIN SEPARATE IDENTITIES

Notwithstanding the provisions of the Agreement, each of the Courts shall, at all times, retain its separate, legal identity. Additionally, no promises made or obligations incurred pursuant to this Agreement shall relieve any public agency of any obligation or responsibility imposed on it by law.

6. FUTURE CONSIDERATIONS

This Agreement shall not limit future considerations of cooperation and consolidation of Courts between the CITY and COURT in regard to shared facilities, unified personnel systems, or any other aspect of administration or Court operations.

7. TERMINATION. NOTIFICATION OF TERMINATION

Upon termination of this Agreement, any property purchased by any one of the parties for purposes of carrying out its obligations under this Agreement shall be returned to the party that purchased the property.

8. APPROVAL OF PRESIDING JUDGE REQUIRED

Notwithstanding any other provision of this Agreement, the Agreement shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Yuma.

9. AMENDMENTS; INTEGRATION

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Superior Court in Yuma County, the County Board of Supervisors, the San Luis City Council, legal counsel for both such Court and City Council and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Yuma.

11. DISPUTE RESOLUTION

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review and mediation, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

12. INSURANCE

The COURT and the CITY shall maintain in force and effect during the term of this Agreement commercial general liability insurance of no less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars Aggregate ($2,000,000), workers' compensation insurance for their respective employees and volunteers, and property insurance in an amount sufficient to cover any property used by any of the parties to fulfill their obligations under this Agreement.

13. MUTUAL INDEMNIFICATION

Except as provided below and to the extent permitted by law, each party to this Agreement (as "Indemnitor") agrees, to defend, indemnify, and hold harmless the other parties, and such party's officers, officials, employees, agents, and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom the Indemnitor may be legally liable, in the performance of this Agreement.

Notwithstanding the mutual indemnification provisions above, the CITY agrees to defend, indemnify, and hold harmless COURT and its officers, employees, agents and directors, when any COURT officer, employee, agent or director is acting in the capacity of an agent of the CITY when enforcing CITY ordinances. The CITY own's indemnification under this paragraph shall apply to any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the CITY, or anyone for whom the CITY may be legally liable, in the performance of this Agreement.

14. NOTICES

All notices or demands required to be given pursuant to this Agreement shall be given to the other parties in writing, delivered by hand or U.S. Mail, at the address given below. Notices shall be deemed received on the date delivered, if delivered by hand, and on the date of mailing if mailed.

Yuma County:
County Administrator
198 South Main Street
Yuma, Arizona 85364

City of San Luis:
City Manager (Copy City Attorney)
1090 East Union Street
P.O. Box 1170
San Luis, AZ 85349

For Billing/Payments:
Superior Court in Yuma County
ATTN: Superior Court Budget Manager
250 West 2nd Street
Yuma, Arizona 85364

15. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to the provisions of A.R.S. § 38-511, a party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the party is, at any time while this Agreement or any extension thereof is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party to this Agreement with respect to the subject matter of this Agreement.

16. NON-DISCRIMINATION

The parties shall comply with the provisions of Arizona Executive Orders No. 2023-01, 2009-09, and 2023-09, which are incorporated into this Agreement by reference as if fully set forth herein. Additionally, the parties shall comply with all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

17. WORKERS COMPENSATION

Pursuant to A.R.S. § 23-1022(D), employees of each of the parties "who work[] under the jurisdiction or control of or within the jurisdictional boundaries of another" one of the parties pursuant to this Agreement "is deemed to be an employee of both" parties for the purposes of workers' compensation, and "[t]he primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes" of that statute. A notice to this effect, as required by A.R.S. § 23-1022(E), shall be posted by each of the parties in their principal office or human resource office.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties. This Agreement terminates and supersedes all prior understandings, agreements, and administrative orders of the Superior Court on the subject matter hereof.

19. IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. § 41-4401, each party hereby warrants that each party and all of its subcontractors (if any) are in compliance with, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

A. Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching parties.

B. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other parties who work on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other parties in regard to any such inspections.

C. Each party may, at its sole discretion, conduct random verification of the employment records of the other parties and any of their subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other parties in regard to any random verifications performed.

D. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

E. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.

20. RECORD RETENTION

To the extent required by A.R.S §§ 35-214 and 35-215, each party shall retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other parties, or their agents, during the term of and for a period of five years after the completion of the agreement. Upon request, the party producing the records shall produce the original of any or all such records at the offices of the party.

21. ASSIGNMENT OF ANTITRUST VIOLATIONS

The CITY assigns to the COURT any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the CITY toward fulfillment of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Intergovernmental Agreement for courthouse court security services as of the day and year first above written.

YUMA COUNTY

By: _____
Martin Porchas
Chairperson, Board of Supervisors

ATTEST: _____
Clerk of the Board

CITY OF SAN LUIS

By: _____
Nieves Riedel, Mayor

ATTEST:_____
City Clerk, Sonia Cornelio

APPROVED AS TO FORM AND SUBSTANCE

_____
Hon. David M. Haws
Presiding Superior Court Judge
Yuma County, Arizona

Approved as to form and found to be within power and authority of each respective governing body by its undersigned legal counsel:

_____
Deputy County Attorney
Attorney for Yuma County

_____
City Attorney, Kay Marion Macuil
Attorney for City of San Luis

IN THE SUPREME COURT OF THE STATE OF ARIZONA

In the Matter of:	)	
	)	
SAN LUIS MUNICIPAL COURT	)	Administrative Order
	)	No. 2023 - 04
	)	
	)	
	)	

Pursuant to Article VI, Section 3, of the Arizona Constitution, the Supreme Court exercises administrative supervision over all courts of the state through the Administrative Office of the Courts.

It has come to the Court's attention that the San Luis Municipal Court will be without a presiding judge as of January 12, 2023, and a successor has not been appointed by the San Luis City Council.

Therefore, pursuant to Article VI, section 3, of the Arizona Constitution,

IT IS ORDERED that effective January 12, 2023, administrative control and oversight of day-to-day operations of the San Luis Municipal Court shall be assumed by the Honorable David M. Haws, Presiding Judge of the Superior Court of Arizona in Yuma County, and Judge Haws shall assign judicial officers as needed to conduct the court business. Judge Haws is also authorized to issue such orders as necessary for the court to operate properly.

IT IS FURTHER ORDERED that this Order shall remain in effect until a successor assumes duties as presiding judge of the San Luis Municipal Court. Any cost associated with operating this court, including cost for judicial officers, shall be a city cost.

Dated this 11th day of January, 2023.

ROBERT BRUTINEL
Chief Justice

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. C.**

Meeting Date: 08/09/2023

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2282. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, an Arizona Municipal Corporation, to authorize the application for a Clean Water State Revolving Fund Loan from the Water Infrastructure Finance Authority of Arizona (WIFA). **(Monica Castro, Director of Finance)**

SUMMARY:

The staff has determined that a Water Infrastructure Finance Authority of Arizona (WIFA) loan paid by revenues from the utility system would be advantageous to the city to finance the wastewater capital improvement project in an amount not to exceed $1,500,000. One of the programs WIFA has is the Clean Water State Revolving Fund (CWSRF) Program. It is a federal-state partnership. WIFA is the administrator for Arizona's CWSRF program, providing communities with a permanent, independent source of low-cost financing for a wide range of water quality infrastructure projects. The financing can be tailored to the needs of the city.

An administrative resolution is required by WIFA that will authorize the City to apply for the Clean/Drinking Water State Revolving Fund financial assistance from WIFA for City wastewater projects. After the adoption of this resolution, the City will apply for financial assistance from WIFA and if matters proceed satisfactorily to the City and WIFA, WIFA will prepare a loan agreement to be entered into by and between the City and WIFA for such financial assistance. The form of such a loan agreement would be approved at a subsequent City Council meeting. The final terms of a loan agreement would be known later in the process but would include a federally subsidized interest rate that could result in lower interest costs to the City and could include what WIFA calls “forgivable principal”, which functions essentially like a grant.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2282.

Fiscal Impact

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

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

To be determined.

Attachments

Resolution No. 2282

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2282

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, the City of San Luis, Arizona, has identified a need for a wastewater capital improvement project; and

WHEREAS, pursuant to Sections 9-521 through 540, Arizona Revised Statutes, and specifically Section 9-571, Arizona Revised Statutes, such city may obligate the revenues generated by its utility system to repay a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA"); and

WHEREAS, such city certifies that the population of the community is under 150,000 in population as of the most recent U.S. Census Date; and

WHEREAS, it is in the best interest of such city to pursue and apply for financial assistance from WIFA of an amount not to exceed $1,500,000 for such wastewater capital improvement project; and

WHEREAS, the population of such city at the time of this request is less than 150,000, which meets the requirement under Section 9-571, Arizona Revised Statutes;

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

Section 1. The Acting City Manager or Finance Director of such city are hereby authorized to apply for Clean Water State Revolving Fund financial assistance from WIFA.

Section 2. The City Manager or Finance Director of such city are hereby authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed $1,500,000 payable from revenues of the utility system.

Section 3. All actions of the officers and agents of such city which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of such city are hereby authorized and directed to do all such acts and things and to execute and deliver all

Section 3. All actions of the officers and agents of such city which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of such city are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of such city as may be necessary to carry out the terms and intent of this resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this _____ day of August 2023.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. D.**

Meeting Date: 08/09/2023

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2283. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, an Arizona Municipal Corporation declaring, for purposes of section 1.150-2 of the Federal Treasury regulations, official intent to be reimbursed in connection with certain capital expenditures relating to water and wastewater capital improvement projects. **(Monica Castro, Director of Finance)**

SUMMARY:

Resolution No. 2283 is a resolution adopted by the Council to comply with Internal Revenue Service (IRS) regulations that limit the use of the proceeds of a tax-exempt borrowing (like a WIFA loan) to reimburse a governmental issuer for certain types of expenses incurred prior to the issuance of the tax-exempt borrowing. The regulations were put into place because the IRS did not want governmental issuers to issue tax-exempt bonds and use the proceeds for “old and cold” expenditures. An example of what the IRS is attempting to prevent would be building a City Hall in 2023 with cash and then issuing bonds in 2033 to reimburse the general fund for the expenditures. The IRS regulations require the municipality to declare its official intent to be reimbursed with the proceeds of a tax-exempt borrowing. That is the purpose of Resolution No. 2283: it declares the official intent, gives a general project description and it includes an estimated amount. Adoption of this resolution does not commit the City to a future borrowing – it only preserves the ability of the City to reimburse itself for “hard costs” (for example, acquisition, construction, land acquisition, similar costs) expended 60 days prior to the adoption of the reimbursement resolution and at any time thereafter. There are no restrictions on the reimbursement of “soft” costs (for example, architectural, engineering, surveying, soil testing, and similar costs incurred prior to the commencement of construction or rehabilitation of projects).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2283

Fiscal Impact

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

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

To be determined.

Attachments

Resolution No. 2283

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2283

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, DECLARING, FOR PURPOSES OF SECTION 1.150-2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO WATER AND WASTEWATER CAPITAL IMPROVEMENT PROJECTS.

WHEREAS, the City of San Luis, Arizona (the "City") is authorized and empowered pursuant to law to issue or cause to be issued obligations to finance the costs of various capital facilities owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities owned or to be owned by the City with regard to water and wastewater capital improvement projects (the "Project") will be reimbursed from the proceeds of the sale of obligations to be issued in the future by or on behalf of the City;

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

Section 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation;

"original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond; and

"reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

Section 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures for the Project which are capital expenditures (being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election under general federal income tax principles) made within sixty (60) days before and any time after the date of this Resolution. The maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for the Project is expected not to exceed $42,000,000.

the same circumstances would have based on all the objective facts and circumstances) that the City will reimburse such original expenditures with proceeds of such obligations. Official intents have not been declared by the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.

Section 4. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of (i) the date that the original expenditure is paid, or (ii) the date the project is placed in service or abandoned, but in no event more than 3 years after the original expenditure is paid.

Section 5. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the City Clerk, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this _____ day of August 2023.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. E.**

Meeting Date: 08/09/2023

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2284. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, to authorize the application for a Drinking Water State Revolving Fund Loan from the Water Infrastructure Finance Authority (WIFA). **(Monica Castro, Director of Finance)**

SUMMARY:

Resolution No. 2284 authorizes staff to apply for a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA") through the Drinking Water State Revolving Fund program.
The Drinking Water State Revolving Fund program helps public and private water systems across Arizona meet the objectives of the Federal Safe Drinking Water Act by providing a permanent, independent source of low-cost financing. Under the Drinking Water State Revolving Fund, WIFA provides various types of assistance, including loans, technical assistance, and forgivable principal. The loan terms vary and may include an interest rate discount and repayment periods of up to 30 years. However, the repayment period cannot exceed the useful life of the infrastructure financed. For example, if a project has a maximum useful life of 15 years, the loan term cannot exceed 15 years. WIFA tailors all loan terms to the borrower's situation and needs.

An administrative resolution is required by WIFA that will authorize the City to apply for the Drinking Water State Revolving Fund financial assistance from WIFA for City water projects. After the adoption of this resolution, the City will apply for financial assistance from WIFA and if matters proceed satisfactorily to the City and WIFA, WIFA will prepare a loan agreement to be entered into by and between the City and WIFA for such financial assistance. The form of such a loan agreement would be approved at a subsequent City Council meeting. The final terms of a loan agreement would be known later in the process but would include a federally subsidized interest rate that could result in lower interest costs to the City and could include what WIFA calls “forgivable principal”, which functions essentially like a grant.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2284.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	TBD
CITY/STATE/FEDERAL FUNDS:	TBD
TOTAL:	TBD

BUDGETED AMOUNT:	TBD
AVAILABLE AMOUNT TO TRANSFER:	TBD
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	TBD

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

To be determined.

Attachments

Res 2284

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2284

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE APPLICATION FOR A DRINKING WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

WHEREAS, the City of San Luis, Arizona, has identified a need for a water capital improvement project; and

WHEREAS, pursuant to Sections 9-521 through 540, Arizona Revised Statutes, and specifically Section 9-571, Arizona Revised Statutes, such city may obligate the revenues generated by its utility system to repay a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA"); and

WHEREAS, such city certifies that the population of the community is under 150,000 in population as of the most recent U.S. Census Date; and

WHEREAS, it is in the best interest of such city to pursue and apply for financial assistance from WIFA of an amount not to exceed $13,600,000 for such water capital improvement project; and

WHEREAS, the population of such city at the time of this request is less than 150,000, which meets the requirement under Section 9-571, Arizona Revised Statutes;

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

Section 1. The Acting City Manager or Finance Director of such city are hereby authorized to apply for Drinking Water State Revolving Fund financial assistance from WIFA.

Section 2. The City Manager or Finance Director of such city are hereby authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed $13,600,000 payable from revenues of the utility system.

Section 3. All actions of the officers and agents of such city which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby

ratified, confirmed and approved. The proper officers and agents of such city are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of such city as may be necessary to carry out the terms and intent of this resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this _____ day of August 2023.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. F.**

Meeting Date: 08/09/2023

Department Head: Miguel Alvarez, Chief of Police, Police Department

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2023-08. An order of the Mayor and City Council of the City of San Luis, Arizona, to authorize the City of San Luis Police Department to enter into an Intergovernmental Agreement between the City of Yuma, on behalf of the Yuma Police Department (YPD), Yuma County, on behalf of the Yuma County Sheriff's Office (YCSO), Arizona Western College, on behalf of Arizona Western College Police Department (AWCPD), the City of San Luis, on behalf of San Luis Police Department (SLPD), the City of Somerton, on behalf of the Somerton Police Department (SPD), and the Town of Wellton, on behalf of the Wellton Police Department (WPD). **(Nigel Reynoso, Administrative Lieutenant)**

SUMMARY:

The purpose of this Yuma Regional Critical Incident Response Team Intergovernmental Agreement ("Agreement") is to create a local multi-agency task force to conduct criminal investigations of law enforcement officers involved in Critical Force Incidents in order to promote transparency and public confidence that objective investigations are being conducted. The incidents to be investigated by the task force include, but are not limited to:

A. Intentional and accidental shootings by peace officers; and
B. Use of force by a peace officer resulting in death or serious physical injury to another; and
C. In-custody deaths; and
D. Peace officer suicides

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2023-08.

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

Order No. 2023-08

IGA

Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2023-08

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF YUMA, YUMA COUNTY, ARIZONA WESTERN COLLEGE, THE CITY OF SOMERTON, AND THE TOWN OF WELLTON TO CREATE THE YUMA REGIONAL CRITICAL INCIDENT RESPONSE TEAM CONSISTING OF THEIR RESPECTIVE LAW ENFORCEMENT AGENCIES.

WHEREAS, the Parties to the Yuma Regional Critical Incident Response Team Intergovernmental Agreement authorized by A.R.S. § 11-952 to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary for the public health, safety and welfare, and the proprietary functions of such public agencies; and

WHEREAS, the State of Arizona enacted A.R.S. § 41-1762, effective July 1, 2025, requiring each law enforcement agency in the State of Arizona to use the Department of Public Safety Major Incident Division, a regional law enforcement task force, or a separate law enforcement agency to conduct criminal investigations of Critical Force Incidents; and

WHEREAS, the law enforcement agencies in Yuma County desire to create a regional law enforcement task force to comply with the requirements of A.R.S. § 41-1762; and

WHEREAS, due to Yuma County's location and distance from other law enforcement agencies, a regional law enforcement task force will allow for timely and transparent criminal investigations of Critical Force Incidents; and

WHEREAS, the regional task force will be titled the Yuma Regional Critical Incident Response Team; and

WHEREAS, the Parties have agreed to the terms of this Yuma Regional Critical Incident Response Team Intergovernmental Agreement to satisfy each of the foregoing interests and concerns.

NOW, THEREFORE, BE IT ORDERED by the Mayor and Council of the City of San Luis, State of Arizona as follows:

Section 1: That the IGA attached to this order is approved.

Section 2. That the appropriate city officials are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this _____ day of August 2023.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

YUMA REGIONAL CRITICAL INCIDENT RESPONSE TEAM

INTERGOVERNMENTAL AGREEMENT

I. RECITALS

WHEREAS, the Parties to the Yuma Regional Critical Incident Response Team Intergovernmental Agreement authorized by A.R.S. § 11-952 to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary for the public health, safety and welfare, and the proprietary functions of such public agencies; and,

WHEREAS, the State of Arizona enacted A.R.S. § 41-1762, effective July 1, 2025, requiring each law enforcement agency in the State of Arizona to use the Department of Public Safety Major Incident Division, a regional law enforcement task force, or a separate law enforcement agency to conduct criminal investigations of Critical Force Incidents;

WHEREAS, the law enforcement agencies in Yuma County desire to create a regional law enforcement task force to comply with the requirements of A.R.S. § 41-1762;

WHEREAS, due to Yuma County's location and distance from other law enforcement agencies, a regional law enforcement task force will allow for timely and transparent criminal investigations of Critical Force Incidents; and

WHEREAS, the regional task force will be titled the Yuma Regional Critical Incident Response Team;

WHEREAS, the Parties have agreed to the terms of this Yuma Regional Critical Incident Response Team Intergovernmental Agreement to satisfy each of the foregoing interests and concerns.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, the Parties agree as follows:

II. PURPOSE

The purpose of this Yuma Regional Critical Incident Response Team Intergovernmental Agreement ("Agreement") is create a local multi-agency task force to conduct criminal investigations of law enforcement officers involved in Critical Force Incidents in order to promote transparency, and public confidence that objective investigations are being conducted. The incidents to be investigated by the task force include, but not limited to:

A. Intentional and accidental shootings by peace officers; and
B. Use of force by a peace officer resulting in death or serious physical injury to another; and
C. In-custody deaths; and
D. Peace officer suicides

III. PARTIES

This Agreement is entered into by and between the City of Yuma, on behalf of the Yuma Police Department ("YPD"), Yuma County, on behalf of the Yuma County Sheriff's Office ("YCSO"), Arizona Western College, on behalf of Arizona Western College Police Department ("AWCPD"), the City of San Luis, on behalf of San Luis Police Department ("SLPD"), the City of Somerton, on behalf of the Somerton Police Department ("SPD"), and the Town of Wellton, on behalf of the Wellton Police Department ("WPD"). These entities may be referred to collectively as the "Parties," or individually "Party."

The Parties have each identified a central point of contact for communications pertaining to this Agreement. Unless otherwise agreed to, all information sharing between the Parties will occur between these points of contract information changes. The points of contact are set forth below:

Thomas Garrity, Chief
Yuma Police Department
1500 South 1st Avenue
Yuma, Arizona 85364
(928) 373-4700

Leon Wilmot, Sheriff
Yuma County Sheriff's Office
141 South 3rd Avenue
Yuma, Arizona 85364
(928) 783-4427

Miguel Alvarez, Interim Chief
San Luis Police Department
1030 Union Street
San Luis, Arizona 85349
(928) 341-2420

Araceli Juarez, Chief
Somerton Police Department
445 East Main Street
Somerton, Arizona 85350
(928) 722-7326

David Rodriguez, Chief
Wellton Police Department
28618 Oakland Avenue
P.O. Box 67
Wellton, Arizona 85356
(928) 785-4700

Stephen D. Suho, Jr., Chief
Arizona Western College Police Department
2020 South Avenue 8E
Yuma, Arizona 85366
(928) 314-9500

IV. GENERAL PROVISIONS

A. **Effective Date.** This Agreement is effective as of the date of the signature of the last signing party.

B. **Initial Term and Renewal.** This Agreement is in effect for a period of five (5) years from the Effective Date ("Initial Term"). It shall automatically renew for five (5) consecutive, one (1) year terms ("Renewal Term").

C. **Termination and Non-Renewal.** Any Party may terminate its participation in this Agreement, with our without cause, upon providing thirty (30) days written notice to each of the other Parties. Any Party may opt to no renew its participation in this Agreement by providing written notice to each of the other Parties thirty (30) days prior to the next Renewal Term. If, at any time, only two (2) Parties remain as participants in this Agreement, it automatically terminates.

D. **Notices.** Any notices required or permitted hereunder shall be in writing and shall be deemed delivered if delivered in person, by electronic mail with delivery receipt, or ten (10) days from the date of mailing by registered or certified mail and addressed to the point of contact for the other Party.

E. **Non-Discrimination.** The Parties shall comply with all applicable State and Federal employment laws, rules, and regulations, which require that all persons shall have equal access to employment regardless of race, color, religion, disability, sex (including sexual preference and gender identity), age, national origin, veteran's status, genetic code or political affiliation during the term(s) of this Agreement.

F. **Availability of Funds for Each Successive Fiscal Year.** Pursuant to A.R.S. § 41-2546, all Parties are government entities, and Agreement validity is based upon the availability of public funding. In the event public funds are unavailable and not appropriate for the performance of any Party's obligations pursuant to this Agreement, that Party's participation in this Agreement shall automatically terminate without penalty, after written notice to the other of the unavailability and non-appropriations of public funds. It is expressly agreed that no Party shall activate this provision for its convenience or to circumvent the requirements of the Agreement, but only as an emergency fiscal measure.

G. **Impossibility.** No Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, global or national pandemics, acts of God or of the public enemy, flood or storm, strikes, court decision order, or statutory regulation or rule of any federal, state or local government, or any agency thereof.

H. **Employee Worker Eligibility.** By entering into this Agreement, the Parties warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. Either Party may request verification of compliance from any other Party's employee, contractor or subcontractor performing work pursuant to this Agreement. A breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this Agreement.

I. **Indemnity.** Unless otherwise expressly provided, the Parties shall be individually responsible for the conduct of their own operations and performance of obligations pursuant to this Agreement and for any accidents, injuries to or the death of persons or damage or loss of property arising out of negligent or wrongful acts or omissions by its officers, agents or employees acting in the course or scope of their employment and/or while performing the duties undertaken pursuant to this Agreement. To the extent allowed by law, the Parties shall each indemnify the other for the acts or omissions of its own officers, agents, or employees acting in the course or scope of their employment that may lead to any claims, liability, loss, or expense brought against another Party, including reasonable costs, collection expenses, and attorney's fees incurred in the defense of the claim.

J. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision or application.

K. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the mandatory contract provisions of state agencies required by statute or executive order. The jurisdiction for any disputes shall be Yuma County, Arizona.

L. **Rights of Parties Only.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

M. **Relationship of the Parties.** It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of the one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

N. **Authority of Parties.** The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so, on behalf of themselves and the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legally bind the entity to the terms of this Agreement.

O. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

P. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

Q. **Automatic Incorporation.** All applicable Federal, State and local laws, court orders and decisions, Executive Orders, rules and regulations not specifically referenced herein are deemed automatically incorporated.

R. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in a boycott of Israel, as set forth in A.R.S. §§ 35-393 and 36-393.01.

V. DEFINITIONS

A. **Administrative Investigation.** Internal investigation by a law enforcement agency to determine if personnel violated the policy or procedures of the employing agency. This is separate and distinct from any criminal investigation.

B. **Affected Agency.** Employing agency of officer(s) involved in a Critical Force Incident.

C. **Chief Executive Officer.** Chief of Police or Sheriff from each Party.

D. **Command Level Officer.** Personnel with command rank (Lieutenant and above, or equivalent).

E. **Criminal Investigation.** Investigation conducted by the Yuma Regional Critical Incident Response Team to determine whether personnel involved in a Critical Force Incident violated any criminal statutes of the State of Arizona and/or were legally justified in their actions.

F. **Critical Force Incident.** 1) The discharge of a firearm by a peace officer(s), as the result of a use of force encounter, regardless of whether it results in injury or death; or 2) an incident involving a peace officer's intended use of force that results in death or serious bodily injury to any person, while the peace officer is on-duty or off-duty but acting under the color of authority; or 3) the in-custody death of a person; or 4) the suicide of a peace officer.

G. **In-Custody Death.** Any death occurring when a person is, or in the process of being, detained, arrested, or in the custody of a law enforcement officer. This does not include deaths that occur while the person is under a physician's treatment for a disease or other natural condition diagnosed prior to death and does not involve custodial trauma, custodial neglect, custodial suicide, or custodial ingestion of toxic substance.

H. **Investigation Team.** Investigators assigned by each Party to conduct the criminal investigation.

I. **Involved Officer.** Sworn personnel whose use of force or other conduct results in, forms the basis of, or contributes to, a Critical Force Incident.

J. **Serious Bodily Injury.** Physical injury that creates a reasonable risk of death, or that causes serious and permanent disfigurement, serious impairment of health or loss or protracted impairment of the function of any bodily organ or limb.

K. **Team Supervisor.** Investigator assigned to the Yuma Regional Critical Incident Response Team to lead and manage the criminal investigation.

VI. AGREEMENT

A. The Chief Executive Officer of a Party to this Agreement may activate the Yuma Regional Critical Incident Response Team ("CIRT") upon the occurrence of a Critical Force Incident involving the personnel or employee of that Party's agency.

B. Upon activation, the Critical Force Incident shall be investigated pursuant to the provisions of this Agreement and the separately created and agreed upon Standard Operating Procedures.

C. The Standard Operating Procedures shall be in writing and copy maintained at each Party's agency.

D. The Parties agree any chief executive may request to activate CIRT if the actions of their employee resulting in serious bodily injury or death.

E. The Parties agree CIRT shall conduct a criminal investigation of a Critical Force Incident only. CIRT shall initialize the Arizona Revised Statutes and Standard Operating Procedures, and shall consider statutory and court created justifications for the use of force by law enforcement, as well as consider national standards for the use of force.

F. CIRT shall not conduct Administrative Investigations, nor consider the internal agency policies of the Parties. Administrative Investigations remain the responsibility of the Affected Agency.

G. DUTIES

1. Ensure proper investigative procedures are followed, collect and preserve evidence, and generate written reports in a timely manner.

2. The Team Supervisor of the Investigative Team, along with the Affected Agency's administrative investigation personnel, shall meet with the Involved Officer(s) promptly following activation of CIRT to explain the investigative process.

3. The Commander, or designee, shall provide briefings and updates to the Affected Agency and the Yuma County Attorney's Office, or designated prosecution agency, regarding the status of the Investigation as needed or reasonably requested. The Commander, or designee, shall participate in any internal Critical Force Incident review meetings of the Affected Agency upon request.

4. Ensure CIRT operates solely as a fact-finding team.

5. Refer the completed Investigation to the Yuma County Attorney's Office, or designated prosecution agency, and be available to present the investigation to or answer questions from the reviewing prosecutor.

6. Notify the Affected Agency of the completion of the investigation and notify the Affected Agency prior to referral of the investigation to the Yuma County Attorney's Office, or designated prosecution agency.

7. Promptly provide a copy of the completed Investigation to the Affected Agency's administrative investigation personnel at the conclusion of the Investigation.

8. Ensure all requests for information from members of the public and media are referred to the Affected Agency.

H. ACTIVATION

1. A Chief Executive Officer of a Party to this Agreement may activate CIRT upon the occurrence of any Critical Force Incident involving its law enforcement employee.

2. Upon activation, the Critical Force Incident shall be investigated as set forth in this Agreement and the separately created and agreed upon Standard Operating Procedures.

3. All requests for CIRT activation shall be made to the Commander, or the Assistant Commander if the Commander is unavailable. The Commander shall then notify and direct a Team Supervisor to respond and coordinate the CIRT response.

4. No one from the Affected Agency shall participate in the CIRT Investigation, except to act as a Liaison Officer. In the event it becomes necessary for an Affected Agency's employee to participate in the Investigation, due to specialized skills or staffing challenges, the Affected Agency's employee participation shall be limited to covering the immediate need and shall be supervised by the Team Supervisor.

I. PERSONNEL AND EQUIPMENT

1. In the event of a CIRT activation, the Parties agree to relieve employees assigned to the Investigative Team from their day-to-day duties for the duration of the Investigation.

2. Each party is responsible for their own expenses for staffing, training, and equipment related to CIRT activities.

3. The Affected Agency is responsible for investigative expenditures and shall provide all reasonable and necessary support, resources, equipment and supplies needed by CIRT to conduct the Investigation. Prior to incurring costs associated with obtaining specialized equipment or testing, the Commander, or designee, shall determine whether alternatives exist and will consult with the Chief Executive Officer, or designee, of the Affected Agency.

J. INTERNAL ADMINISTRATIVE INVESTIGATION.

1. The Affected Agency's internal Administrative Investigation shall be conducted independent of the CIRT Investigation.

2. The CIRT Investigation shall take priority over the Affected Agency's internal Administrative Investigation.

3. The Affected Agency's administrative investigative personnel may remotely observe interviews conducted by the Investigative Team.

4. The Affected Agency's administrative investigative personnel shall be provided access to the Critical force Incident scene(s), in collaboration with and under the supervision of the Commander, or designee.

K. **CIRT STRUCTURE**

1. <u>Board of Directors</u>

a. The Board of Directors consists of the Chief Executive Officers of the Parties.

b. The Board of Directors shall meet as necessary to resolve issues in a timely manner, but shall meet a minimum of once per year.

c. The primary role of the Board of Directors is to provided oversight, guidance, direction or the future, and standards and guidelines.

d. The Board of Directors operates on a majority vote.

e. The Board of Directors shall appoint the Commander. The first Commander appointed pursuant to this Agreement shall be appointed for the initial term of two (2) years. Thereafter, Commanders shall serve (1) year terms. The Board of Directors may re-appoint the same Commander or appoint a new Commander at the end of each term.

f. The Board of Directors shall appoint the Assistant Commander. The first Assistant Commander appointed pursuant to this Agreement shall be appointed for an initial term of two (2) years. Thereafter, Assistant Commanders shall serve one (1) year terms. The Board of Directors may re-appoint the same Assistant Commander or appoint a new Commander at the end of each term.

g. In the event an Affected Agency is willfully interfering with an Investigation, or failing to abide by this Agreement or separate Standard Operating Procedures in relation to an Investigation, the Board of Directors may elect to immediately cease the Investigation and return the responsibility to the Affected Agency.

h. In the event a Party is willfully failing to abide by the Agreement or the Standard Operating Procedures, or is willfully interfering with the activities of CIRT, the Board of Directors ma remove to terminate the Party from this Agreement.

2. <u>Commander</u>

a. Shall be a Command Level Officer employed by any Party.

b. Shall provide an annual briefing to the Board of Directors detailing, at a minimum, completed and pending Investigations, training and areas identified for further growth and development.

c. Shall set for the goals, objectives and expectations for Parties' employees assigned to CIRT.

d. Shall establish, maintain and distribute written protocols for the activation of CIRT, as well as notification rosters, to each Party.

e. Shall establish, maintain and distribute the Parties written Investigative Standard Operating Procedures, specific to the investigative process, that ensure a systematic and reliable Investigation. When developed and updated, the Investigative Standard Operating Procedures shall be presented to the Board of Directors approval.

f. Shall ensure all reports prepared during the course of an Investigation utilize a Board of Director approved standardized reporting form.

g. Shall be responsible for the management and conduct of the Investigative Team, individually and collectively, and shall ensure there are no conflicts of interest that may impact the Investigation or the process.

h. Shall not be involved in the Investigation if employed by the Affected Agency.

i. Shall assign a Team Supervisor to each investigation for the purposes of direct management and supervision over the Investigative Team.

j. Shall be responsible for ensuring the completed Investigation is presented to the Affected Agency, as well as the Yuma County Attorney's Office or designated prosecution agency if requested.

k. Shall ensure the individual CIRT participants are sufficiently trained and educated.

l. Retains the power to remove any team member for objectively identified reasons based on his/her own observations, the recommendation of a Team Supervisor, or at the request of a Chief Executive Officer.

3. <u>Assistant Commander</u>

a. Shall be a Command Level Officer employed by a Party.

b. Shall not be employed by the same Party as the Commander.

c. Shall serve as the Acting Commander when the Commander is employed by the Affected Agency.

d. Shall serve as the Acting Commander when the Commander is unavailable, has a conflict-of-interest, or is otherwise unable to meet his/her obligations.

e. Shall schedule routine CIRT meetings (a minimum of once every three (3) months), ensure basic trainings standards are met, and shall seek out opportunities for additional and specialized training for team members.

4. <u>Team Supervisors</u>

a. Each Party's Chief Executive Office shall appoint one employee, at the level of Sergeant or equivalent, to be assigned to the CIRT as a Team Supervisor.

b. The first Team Supervisors appointed pursuant to this Agreement shall be assigned for an initial term of two (2) years. Thereafter, the Chief Executive Officers shall review the assignment each calendar year and determine whether to continue the assignment, or assign another employee to the role.

c. Shall respond to Critical Force Incidents on rotation determined by the Commander.

d. Shall not participate in an Investigation when s/he is an employee of the Affected Agency.

e. Shall direct the Investigation and ensure the Yuma County Attorney, or designated prosecution agency, is notified of the Critical Force Incident.

f. Shall determine the number of Investigators necessary for the Investigation, assemble the Investigative Team, and delegate investigative and administrative tasks to the Investigative Team.

g. Shall designate a Primary Investigator and Secondary Investigator.

h. May request assistance from other Team Supervisors for support functions, but is responsible for the overall management of the Investigation.

i. Shall coordinate a briefing between the Investigative Team, Affected Agency, and Yuma County Attorney's Office, or designated prosecution agency. The Affected Agency shall provide an initial briefing of the Critical Force Incident.

j. At the conclusion of the Investigation, shall conduct a team debriefing to review performance and identify needs such as training or procedure changes.

k. Shall notify the Commander of training and development needs when identified.

l. Shall provide training to their own agency pertaining to the terms of this Agreement, investigative process, and Standard Operating Procedures.

m. In the event the Commander and Assistant Commander are unavailable, the Commander shall appoint Team Supervisors to serve as Acting Commander and Acting Assistant Commander. The appointments shall be made in writing and all Parties and team members shall be notified.

5. **<u>Investigators and the Investigative Team</u>**

   a. Investigators are appointed by the Chief Executive Officer of each Party.

   b. The first Investigators appointed pursuant to this Agreement shall be assigned for an initial term of two (2) years. Thereafter, the Chief Executive Officers shall review the assignment each calendar year and determine whether to continue the assignment, or assign another employee to the role.

   c. The Parties acknowledge their law enforcement agencies varies in size and availability of staff. All Parties should endeavor to assign two (2) to three (3) investigators; however, it is understood smaller law enforcement agencies may only be able to assign one (1) or two (2) Investigators.

   d. The number of Investigators utilized will be determined by the assigned Team Supervisor and Investigators will be selected based on a rotational schedule created by the Commander.

   e. The Parties should select their most skilled, trained, and experienced personnel to serve as Investigators.

   f. Investigators shall not be involved in an Investigation if they are employed by the Affected Agency.

L. **Evidence Collection, Preservation, and Analysis**

1. The Parties acknowledge the only non-Federal crime scene unit or forensic services unit in Yuma County is operated by YPD. In order to ensure Investigations involving YPD as the Affected Agency are conducted in the same objective and transparent manner, free from any perception of a conflict-of-interest, each of the other Parties shall ensure at least one (1) employee receives the necessary training to be able to collect and preserve forensic evidence within twelve (12) months of the Effective Date of this Agreement. The employee need not be a CIRT participant and may be civilian or sworn. In the event a Party has insufficient resources to ensure this training, the Board of Directors may waive this requirement.

2. Upon activation of CIRT, the Commander shall immediately request a crime scene or forensic services unit from a Party other than the Affected Agency. The crime scene or forensic services unit shall report directly to the Commander.

3. The responding crime scene or forensic services unit is responsible for processing the Critical Force Incident scene(s) and collecting and preserving evidence.

4. In the event the only Party with a crime scene or forensic services unit available is the Affected Agency, the Commander shall contact the Department of Public Safety for assistance. If

response time for the Department of Public Safety is such that the Investigation will be unreasonably delayed, the Affected Agency's crime scene or forensic services unit may be utilized. The Commander shall directly supervise and witness all activities of the Affected Agency's personnel.

5. The Party having jurisdiction over the location where the Critical Force Incident occurred shall have the responsibility for immediately securing the scene(s). The Party shall preserve the integrity of the scene(s) and its contents, control access, and identify and separate witnesses until CIRT arrives and assumes command. This includes obtaining a public safety statement from and photographing the Involved Officer(s).

6. Prior to the release of the Critical Force Incident scene(s), the First and Second Lead Investigators, crime scene or forensic services personnel, Team Supervisor(s), Liaison Officer, and the Affected Agency's Administrative Investigation personnel shall confer to determine if evidence collection is complete for all needs.

7. The Party who employs the assigned crime scene or forensic services personnel involved in the Investigation is responsible for the preservation and storage of all collected evidence to ensure chain of custody and quality control.

8. The assigned crime scene or forensic services until shall maintain a record of the Affected Agency's case number to ensure continuity and accuracy of the records.

9. The assigned crime scene or forensic services unit shall provide the Team Supervisor with the case number or identification number used to log and store evidence.

10. Upon conclusion of the Investigation, or prosecution and appeal period if applicable, and the expiration of the statute of limitations for civil action(s), all evidence collected and stored by the collecting Party will be returned to the Affected Agency to be stored and retained per Arizona state law and the Affected Agency's policies and procedures.

M. **Interviewing the Involved Officer(s)**

1. The interviews shall be conducted in accordance with the Affected Agency's policies and procedures.

2. CIRT shall not be involved in conducting any internal Administrative Investigation. Prior to any interviews, Involved Officers shall be notified that *Garrity* advisements and protections do not apply.

3. All interviews of Involved Officers shall be video recorded and separately audio recorded.

    1. Interviews of witnesses shall be audio recorded, at a minimum.

4. Administrative Investigations personnel from the Affected Agency shall be provided copies of all interviews for internal use.

N. **Report Writing**

1. The Affected Agency shall document the Critical Force Incident pursuant to its policies and procedures on its standard report form(s).

2. Involved Officers shall not be required to complete a report.

3. The Affected Agency's initial report shall be provided to the Commander.

4. The Affected Agency shall generate the case or incident number to be utilized by CIRT.

5. Investigators shall provide all reports to the Team Supervisor.

    a. All Investigators shall prepare written reports/supplements thoroughly documenting their participation in the Investigation.
    b. All emails, notes, memoranda, reports, supplements, or other written documents created during the course of the Investigation shall be preserved and provided to the Lead Investigator. Nothing shall be destroyed.
    c. The Lead Investigator is ultimately responsible for ensuring all written documents created during the course of the Investigation are collected and provided to the Team Supervisor.
    d. All reports shall be promptly completed and distributed.

6. Upon the conclusion of the Investigation, the Liaison Officer shall obtain a copy of the complete investigation, to include all reports, supplements, emails, memoranda, notes, photographs, and video and audio recordings, from the Lead Investigator.

7. All items collected and records created during the Investigation are considered the property of the Affected Agency and, at the conclusion of the Investigation, the Affected Agency shall maintain the records in compliance with Arizona state law and the Affected Agency's policies and procedures. No member of CIRT shall retain copy of the Investigation.

O. **Rights and Responsibilities of the Affected Agency**

1. Liaison Officer

    a. The Affected Agency's Chief Executive Officer shall assign a Liaison Officer to act as the point of contact for the Investigation. The Liaison Officer shall be selected from the Affected Agency's CIRT members.

    b. The Liaison Officer will typically be utilized to communicate with and coordinate the Affected Agency, CIRT and the Yuma County Attorney's Office, or designated prosecution officer.

c. The Liaison Officer shall have the authority to activate investigative resources or personnel from the Affected Agency as requested by the Team Supervisor. Any additional personnel provided to assist CIRT shall report to and be under the command of the Team Supervisor.

2. The Affected Agency shall provide facilities, with video recording capabilities, to be used by CIRT for processing, administrative tasks, and to conduct interviews.

   a. The Liaison Officer shall ensure all video and audio recordings are downloaded and preserved, and that copies are provided to the Lead Investigator or Team Supervisor.

3. Beyond obtaining the initial public safety statement, the Affected Agency shall not question or interview the Involved Officers, except as necessary by Administrative Investigations personnel for the purposes of determining internal policy and procedure violations.

4. In the event witnesses are unable or unwilling to wait for CIRT to arrive on scene, personnel from the Affected Agency may conduct those interviews. The interviews shall be recorded and thoroughly documented, and complete contact information shall be obtained. All recordings and other documentation shall be promptly provided to the Liaison Officer or Team Supervisor.

5. Media Relations and Public Records Request

   a. The Affected Agency office will maintain exclusive responsibility for the release of information to the media, publishing press releases, handling media inquiries, holding/coordinating press conferences, and releasing information to the public.

   b. Prior to releasing any information, in order to maintain the integrity of the investigation, all media releases shall be reviewed with the Commander and Team Supervisor, the Lead Investigator, and the Chief Executive Officer of the Affected Agency.

   c. All Parties agree to comply with Title 39 of the Arizona Revised Statutes, and all related rules, regulations, and governing court opinions.

6. Administrative procedures related to the Involved Officer(s) duty status, replacement weapon/firearm, care, peer support, etc., shall be handled by the Affected Agency based on internal policies and procedures.

P. **Yuma County Attorney's Office/Designated Prosecution Agency**

1. Shall be notified by the Commander upon activation of the CIRT.

2. Shall be given access to reports, videos, audio, interviews, the Critical Force Incident scene(s), and all other relevant investigative information.

3. Shall be allowed, and requested, to assist and advise the CIRT as to what is needed for a complete investigation from a prosecution and courtroom evident perspective.

4. Shall be consulted prior to the release of any evidence. The Yuma County Attorney's Office, or designated prosecution agency, Commander and the Affected Agency all have the authority to deny the release.

Q. **Office of the County Medical Examiner**

1. Shall be notified by the Commander of any fatality, as set forth in A.R.S. §11-593.

R. **Final Report**

1. Upon completion of the investigation, the Commander shall provide a final report detailing the investigation to the Chief Executive Officer of the Affected Agency and the Yuma County Attorney's Office, or designated prosecution agency.

2. The Involved Officer(s) shall not be present for the final report.

IN WITNESS WHEREOF, the Parties thereto have executed this Agreement as the Effective Date written above.

CITY OF YUMA

By: _____
John D. Simonton
Acting City Administrator

COUNTY OF YUMA

By: _____
Ian McGaughey
County Administrator

CITY OF SAN LUIS

By: _____
Jenny Torres
Acting City Manager

CITY OF SOMERTON

By: _____
Lizandro Galaviz
City Manager

TOWN OF WELLTON

By: _____
Richard Marsh
Town Manager

ARIZONA WESTERN COLLEGE

By: _____
Daniel P. Corr
President

ATTEST:

_____
Lynda L. Bushong, City Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and within the powers and authority granted to each respective public body.

CITY OF YUMA

By: _____
Richard Files
City Attorney

COUNTY OF YUMA

By: _____
Jon R. Smith
County Attorney

CITY OF SAN LUIS

By: _____
Kay M. Macuil
City Attorney

CITY OF SOMERTON

By: _____
Jorge Lozano
City Attorney

TOWN OF WELLTON

By: _____
Andrew McGuire
Town Attorney – Gust Rosenfeld

ARIZONA WESTERN COLLEGE

By: _____
*ADD NAME

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. G.**

Meeting Date: 08/09/2023

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

Submitted By: Juan Tejeda, Associate Planner, Planning & Zoning Department

Action Requested: Motion
Ordinance
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2023-0214 and Ordinance No. 443. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the conditions on Medium Density Residential (R1-6) zoning, as approved by Ordinance No. 400, on the property located between 6th Avenue and 8th Avenue north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona; repealing any conflicting provisions and providing for severability. **(Jose A. Guzman, Director of Planning and Zoning)**

A. Open Public Hearing
   1. Staff presentation
   2. Call to the Public on this item
B. Close Public Hearing
C. Action on Ordinance No. 443

SUMMARY:

A request by Edais Engineering, on behalf of Riedel Holdings, LLC, to amend the conditions on Medium-Density Residential (R1-6) zoning, as approved by Ordinance No. 400, for the property located between 6th Avenue and 8th Avenue north of Bienestar Estates No. 5 and south of the East Main Canal in San Luis, Arizona.

Ordinance No. 400 was approved by City Council on August 12, 2020, changing the zoning classification of 15.1 acres of Rural Area Residential (RA-10) to Medium-Density Residential (R1-6). The purpose of the R1-6 zoning district is to provide for detached single-residence development on urban-sized lots in areas where adequate public facilities and services are available.

This approval of Ordinance No. 400 was subject to the following conditions:

1. *Rezoning is conditioned upon development of the land in a manner similar to the tentative lot layout submitted for this application.*
2. *A full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property.*
3. *A traffic study is required, and the construction of any and all improvements as recommended by the said study, including but not limited to possible contributions to future roadway improvements such as traffic signals and/or canal crossings along 6th Avenue and 8th Avenue.*
4. *Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.*

5. *Grading and erosion control shall comply with the International Building Code standards for all aspects of the development, including development of lots and the building of houses or other buildings.*

This request is to seek the removal of condition No. 2, which reads as follows:

- *"A full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property."*

The purpose of this request is that the applicant intends to develop a residential subdivision called La Esperanza Estates. The subdivision will be designed as a private gated community, and the conceptual plans show a total of 30 lots with access exclusively from 8th Avenue.

AGENCY REVIEW:
As required by State Statute, this request was referred to all relevant government agencies for review. We have received comments from the following agencies:

1. City of San Luis Public Works Department (6-30-23)
2. City of San Luis Fire Department (7-7-23)

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (62 letters). The city has not received any other significant concerns or objections from the various review agencies or adjacent property owners.

CITIZEN REVIEW MEETING:
As required by State Statute and the City Code, a Citizen Review Meeting was held at City Hall on Thursday, June 29, 2023, at 5:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions, and express any comments. Only one person from the public was present and had no comments or questions neither did the city receive any comments or questions prior to the meeting. The applicant has provided the information and materials necessary for the review of the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
This item was presented to the Planning and Zoning Commission during their regular meeting of July 11, 2023, and recommended approval of the item with the conditions as presented by staff. Staff recommended approval of the request with the following conditions:

1. Applicant to address the following comment from City of San Luis Fire Department dated July 7, 2023:
    - The City of San Luis Fire Department has concerns with no second means of ingress/egress for this subdivision design. Without a second means of ingress/egress, our emergency response times to this proposed subdivision will be hampered, which does not serve the potential lot owners with the best emergency service the City of San Luis has to offer. Can the Developer work out a solution with the Yuma County Water Users to possibly create an emergency access from 6th Avenue to the west end of the proposed cul-de-sac? If this solution cannot be obtained, then the City of San Luis Fire Department will require fire hydrant spacing every three hundred feet and larger infrastructure for more water capacity.
2. Applicant to address the following comments from City of San Luis Public Works Department dated June 30, 2023:
    - Proposed plan does not meet our subdivision regulations Section 3.30. ("*Cul-de-sac streets will serve no more than twenty (20) dwelling units and shall be no longer than 1,200 feet. Cul-de-sac design must comply with Yuma County Standards or such other standards as may be adopted by the City of San Luis, Arizona.* ")
    - Sewer shall be a gravity system connection.

APPLICANT REQUEST:
Due to cost constraints and the feasibility of the project, the applicant is proposing to continue with the request to remove the condition of the street connection. Rather than providing the road connection or

emergency access through 6th Avenue, the applicant is looking to provide additional infrastructure to address the concerns of the Fire Department.

In addition, the applicant is requesting a deviation from the Subdivision Regulation Section 3.30 regarding the number of dwelling units served by a cul-de-sac, requesting a change from 20 to 30 dwelling units.

STAFF RECOMMENDATION:
The applicant has provided the information and material necessary for the review of the zoning request. The original purpose of the condition for the road connection was for emergency vehicle access and street connectivity. Since this development is proposed to be a gated community, the removal would be acceptable as long as it addresses the concerns of the Fire Department regarding the second access or additional infrastructure. The applicant is proposing to provide additional infrastructure since the proposed project is for a gated community. Rather than removing the condition, staff recommends amending the condition as follows:

- If the property is developed with public streets, the owner agrees that a full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property. If developed as a private gated community, the owner agrees to provide a 10" water line and fire hydrants at least 300 feet and provide a 54-foot wide paved private street.

This will ensure that the project is developed as a private gated community, and if the developer chooses to develop the land with public streets, then a road connection will be required. Additionally, a condition shall be added to address the sewer gravity system connection, and if City Council agrees to the Subdivision Request deviation, staff recommends adding the following language as part of the conditions:

- Since this will be a private gated community and the developer will provide additional infrastructure for emergency vehicles, City agrees to the deviation of Subdivision Regulations Section 3.30, allowing a cul-de-sac to serve 30 dwelling units instead of 20.
- Owner agrees to provide a gravity system connection for sewer services.
- A Development Agreement must be approved in accordance with A.R.S. § 9-500.05 to include the previous conditions of the rezoning and the requested deviations from the Subdivision Regulations.

If Ordinance No. 443 is approved staff will work with the developer to present the development agreement to formalize the conditions of the rezoning prior to the approval of the subdivision plat. Therefore, the staff recommendation is to amend the conditions of the original rezoning by changing the language of condition number 2 and adding conditions number 6 and 7 as shown in **bold** below:

1. Rezoning is conditioned upon the development of the land in a manner similar to the tentative lot layout submitted for this application.
2. **If the property is developed with public streets, the owner agrees that a full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property. If developed as a private gated community, the owner agrees to provide a 10" water line and fire hydrants at least 300 feet and provide a 54-foot wide paved private street.**
3. A traffic study is required, and the construction of any and all improvements as recommended by the said study, including but not limited to possible contributions to future roadway improvements such as traffic signals and/or canal crossings along 6th Avenue and 8th Avenue.
4. Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
5. Grading and erosion control shall comply with the International Building Code standards for all aspects of the development, including the development of lots and the building of houses or other

buildings.

6. **Since this will be a private gated community and the developer will provide additional infrastructure for emergency vehicles, City agrees to the deviation of Subdivision Regulations Section 3.30, allowing a cul-de-sac to serve 30 dwelling units instead of the 20.**
7. **Owner agrees to provide a gravity system connection for sewer services.**
8. **A Development Agreement must be approved in accordance with A.R.S. § 9-500.05, to include the previous conditions of the rezoning and the requested deviations from the Subdivision Regulations, prior to the approval of the subdivision final plat.**

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO OPEN THE PUBLIC HEARING

1. STAFF PRESENTATION

2. CALL TO THE PUBLIC ON THIS ITEM

B. I MOVE TO CLOSE THE PUBLIC HEARING

C. I MOVE TO APPROVE READING OF ORDINANCE NO. 443 BY TITLE ONLY

(CITY CLERK TO READ ORDINANCE NO. 443 BY TITLE ONLY)

D. I MOVE TO APPROVE REZONING CASE NO. 2023-0214 AS PRESENTED BY STAFF AND ADOPT ORDINANCE NO. 443.

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

Ordinance No. 443

Location Map

Tentative Lot Layout

Aerial Picture

Ordinance No. 400

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 443

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE CONDITIONS ON MEDIUM DENSITY RESIDENTIAL (R1-6) ZONING, AS APPROVED BY ORDINANCE NO. 400, ON PROPERTY LOCATED BETWEEN 6Th AVENUE AND 8Th AVENUE NORTH OF BIENESTAR ESTATES NO. 5 AND SOUTH OF THE EAST MAIN CANAL; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis approved Ordinance No. 400 to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 15.1 acres of real property located on Assessor Parcel ID No. 776-09-003; as attached hereto as "Exhibit A" and

WHEREAS, the owner of the property requested to amend the approval conditions of said rezoning; and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of amending Ordinance No. 400; and

WHEREAS, A.R.S. § 9-462.01 grants power to a municipality to impose conditions upon a change of zoning; and

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

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the approved Ordinance No. 400 conditions are hereby amended as follows:

1. Rezoning is condition upon development of the land in a manner similar to the tentative lot layout submitted for this application.
2. If the property is developed with public streets, the owner agrees that a full-length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property. If developed as a private gated community, the owner agrees to provide a 10" water line and fire hydrants at least 300 feet and provide a 54-foot wide paved private street.
3. A traffic study is required and the construction of any and all improvements as recommended by the said study, including but not limited to, possible contributions to future roadway improvements such as traffic signals and/or canal crossings along 6th Avenue and 6th Avenue.
4. Owner agrees to sign necessary improvement district for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S. § 48-572.
5. Grading and erosion control shall comply with the International Building Code standards for all aspects of the development including development of lots and building houses or other buildings.
6. Since this will be a private gated community and the developer will provide additional infrastructure for emergency vehicles, City agrees to the deviation of Subdivision Regulations Section 3.30 allowing a cul-de-sac to serve 30 dwellings units instead of the 20.
7. Owner agrees to provide a gravity system connection for sewer services.
8. A Development Agreement must be approved in accordance with A.R.S. §9-500.05, to include the previous conditions of the rezoning and the requested deviations from the Subdivision Regulations, prior to the approval of the subdivision final plat.

Property more fully described as:

THE PARCEL B OF THE BARKLEY LOT SPLIT NO. 3 AS RECORDED IN BOOK 27 OF PLATS, PAGE 66, YUMA COUNTY RECORDERS OFFICE, YUMA COUNTY, ARIZONA AND BEING A PORTION OF THE N1/2 OF THE SW 1/4 OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA.

SECTION 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2023.

_____

Luis E. Cabrera, Vice Mayor

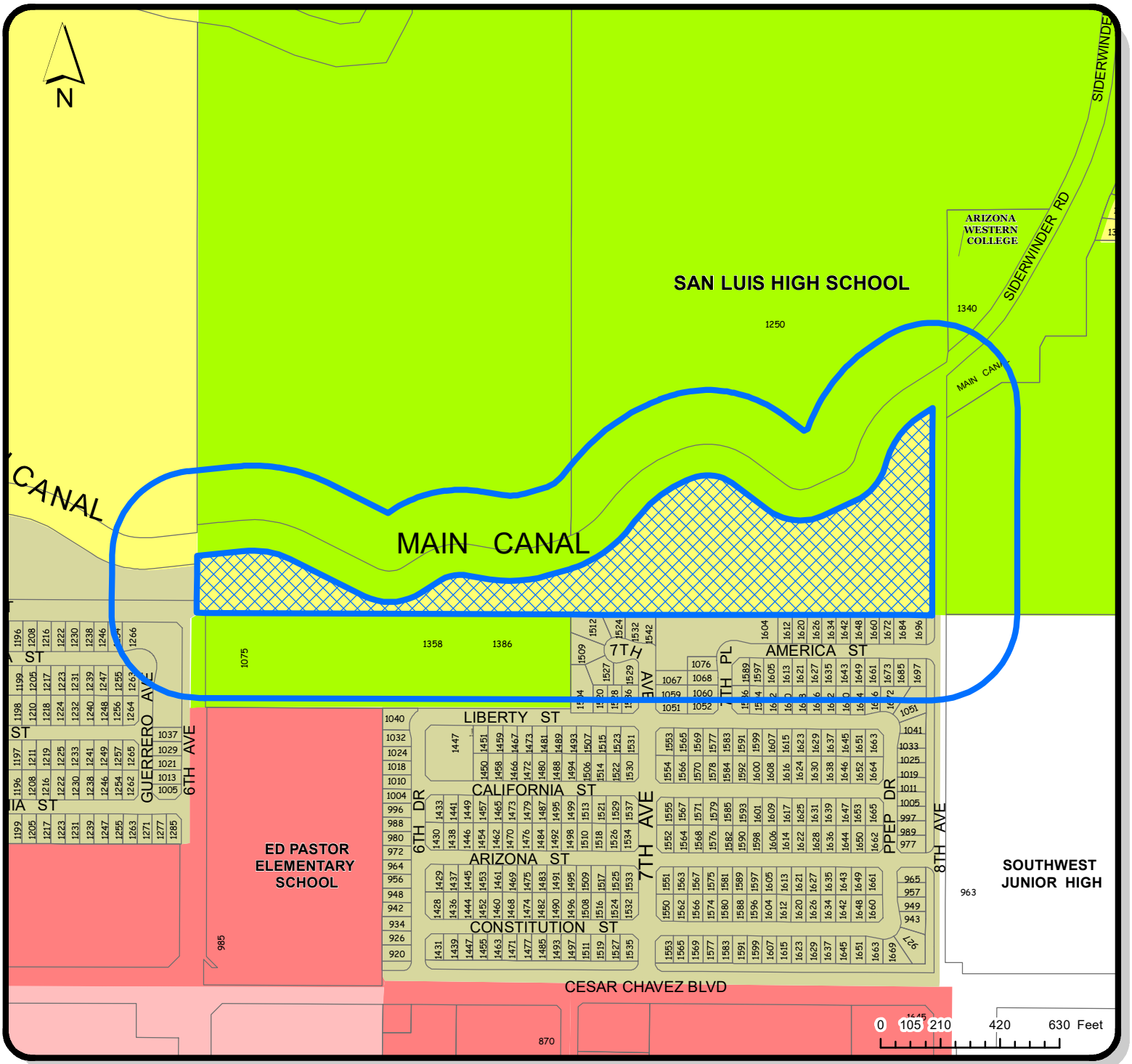
ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Exhibit A



LOCATION OF SUBJECT PROPERTY

PID: 776-09-003

300ft Notification Area

LOCATION MAP

Zoning

SINGLE RESIDENCE ZONING DISTRICTS
- R1-8
- RA-10

MULTIPLE RESIDENCE ZONING DISTRICTS
- R-2
- R-3

COMMERCIAL ZONING DISTRICTS
- C-1
- C-2

REZONING

CASE # 2023-0214

DATE: 5/5/2023

PLANNING & ZONING

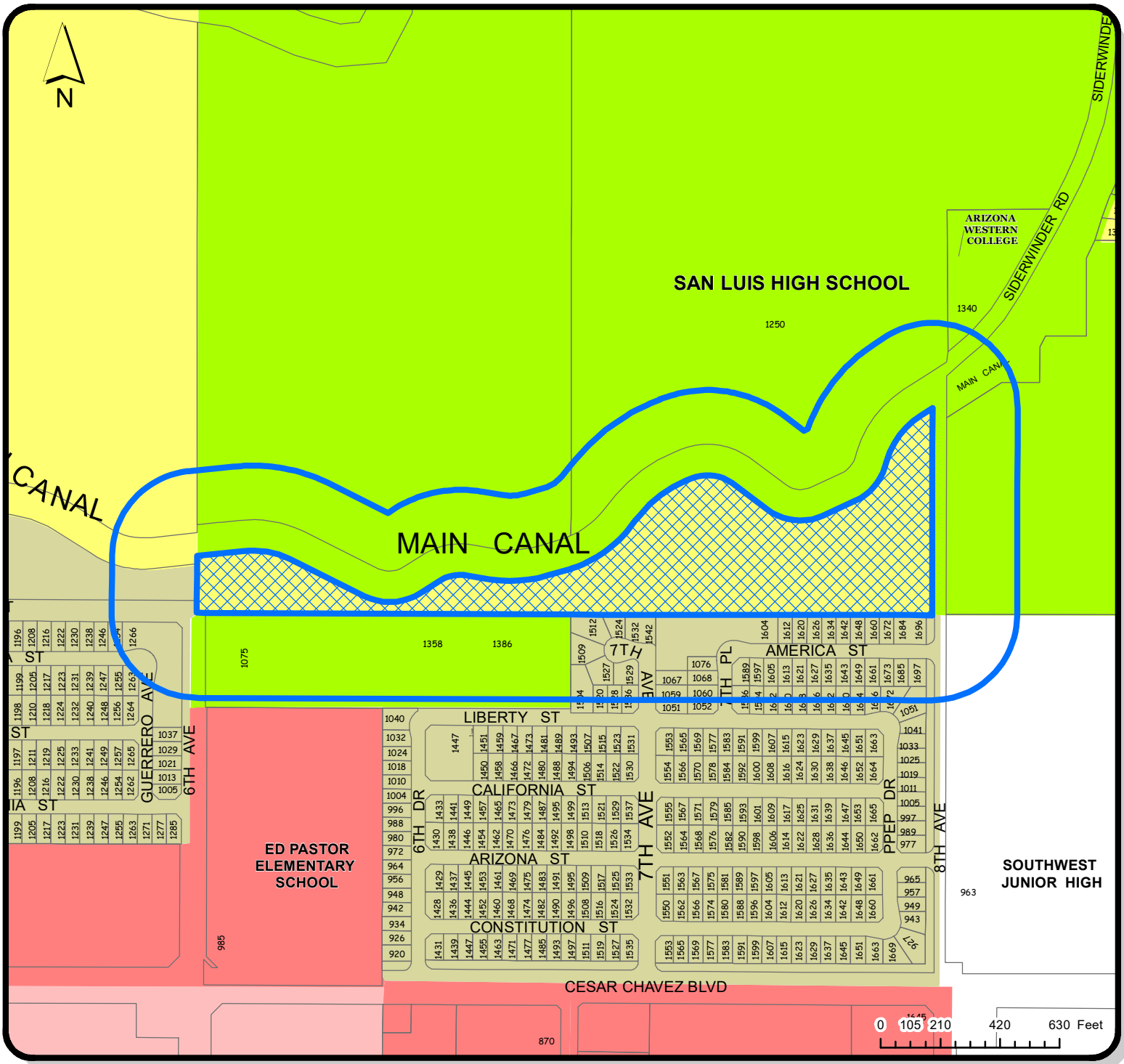
CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY: ISAAC GUTIERREZ

CHECKED BY: JUAN TEJEDA

APPROVED BY: JOSE A. GUZMAN



LOCATION OF SUBJECT PROPERTY

PID: 776-09-003

300ft Notification Area

LOCATION MAP

Zoning

SINGLE RESIDENCE ZONING DISTRICTS
- R1-8
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- R-2
- R-3

COMMERCIAL ZONING DISTRICTS
- C-1
- C-2

REZONING

CASE #
2023-0214

DATE:
5/5/2023

PLANNING & ZONING

CITY OF SAN LUIS, AZ INC. 1979

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

APPROVED BY:
JOSE A. GUZMAN

LA ESPERANZA ESTATES

A SUBDIVISION OF PARCEL B OF BARKLEY LOT SPLIT No. 3 AS RECORDED IN BOOK 27 OF PLATS, PAGES 68 YUMA COUNTY RECORDERS OFFICE. YUMA, COUNTY, AZ. AND BEING A PORTION OF THE N ½ OF THE SW ¼ OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

DATE OF PREPARATION: AUGUST 2020 NUMBER OF LOTS: 30 ACREAGE: 15.1

PRELIMINARY PLAT

N

W E

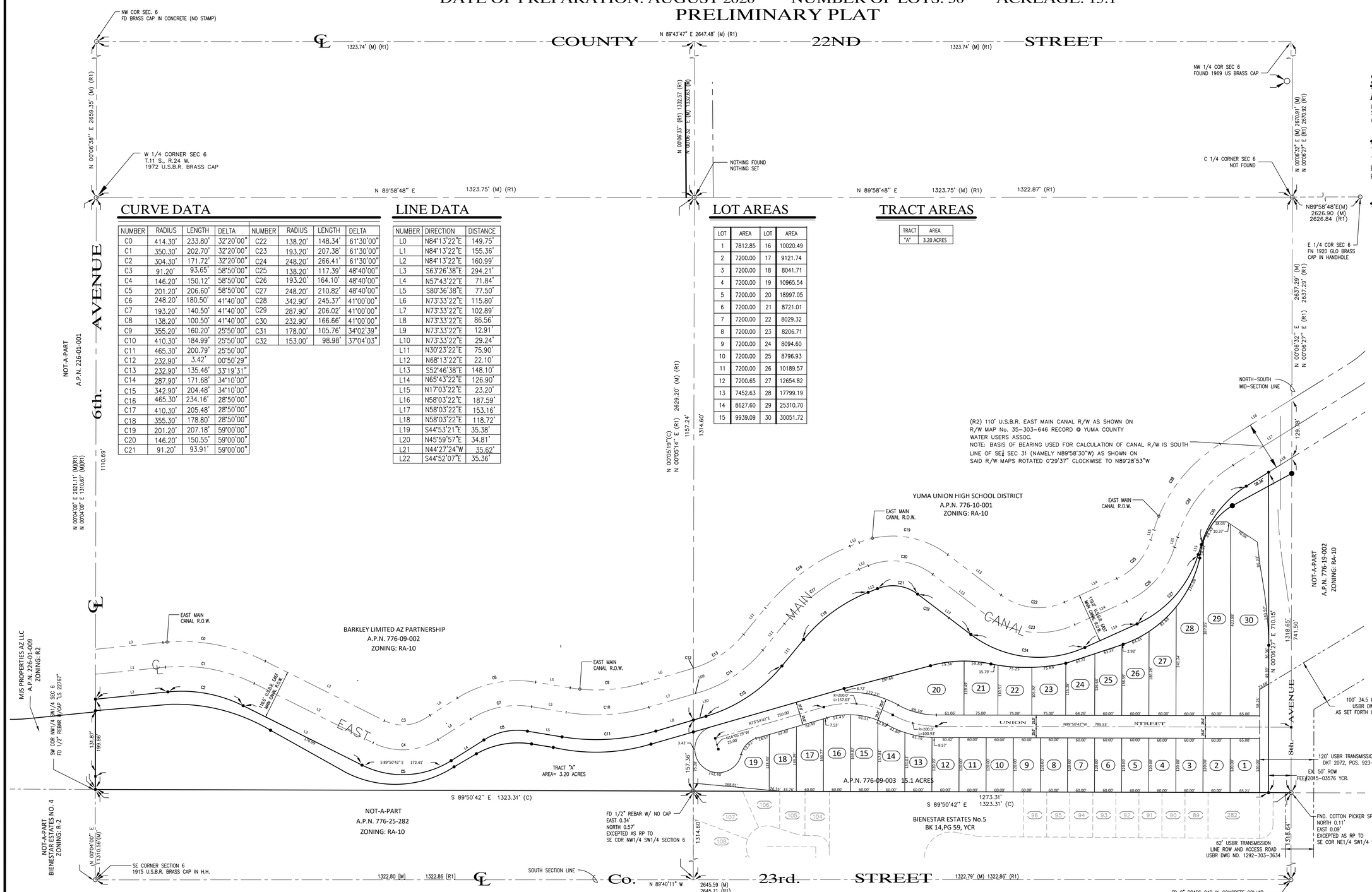
S

SCALE: 1"=100'

OFFICE OF YUMA COUNTY RECORDER

BOOK _____ OF _____,

PAGE _____



CURVE DATA

NUMBER	RADIUS	LENGTH	DELTA	NUMBER	RADIUS	LENGTH	DELTA
C0	414.30'	233.80'	32°20'00"	C22	138.20'	148.34'	61°30'00"
C1	350.30'	202.70'	32°20'00"	C23	193.20'	207.38'	61°30'00"
C2	304.30'	171.72'	32°20'00"	C24	248.20'	266.41'	61°30'00"
C3	91.20'	93.65'	58°50'00"	C25	138.20'	117.39'	48°40'00"
C4	146.20'	150.12'	58°50'00"	C26	193.20'	164.10'	48°40'00"
C5	201.20'	206.60'	58°50'00"	C27	248.20'	210.82'	48°40'00"
C6	248.20'	180.50'	41°40'00"	C28	342.90'	245.37'	41°00'00"
C7	193.20'	140.50'	41°40'00"	C29	287.90'	206.02'	41°00'00"
C8	138.20'	100.50'	41°40'00"	C30	232.90'	166.66'	41°00'00"
C9	355.20'	160.20'	25°50'00"	C31	178.00'	105.76'	34°02'39"
C10	410.30'	184.99'	25°50'00"	C32	153.00'	98.98'	37°04'03"
C11	465.30'	200.79'	25°50'00"				
C12	232.90'	3.42'	00°50'29"				
C13	232.90'	135.46'	33°19'31"				
C14	287.90'	171.68'	34°10'00"				
C15	342.90'	204.48'	34°10'00"				
C16	465.30'	234.16'	28°50'00"				
C17	410.30'	205.48'	28°50'00"				
C18	355.30'	178.80'	28°50'00"				
C19	201.20'	207.18'	59°00'00"				
C20	146.20'	150.55'	59°00'00"				
C21	91.20'	93.91'	59°00'00"				

LINE DATA

NUMBER	DIRECTION	DISTANCE
L0	N84°13'22"E	149.75'
L1	N84°13'22"E	155.36'
L2	N84°13'22"E	160.99'
L3	S63°26'38"E	294.21'
L4	N57°43'22"E	71.84'
L5	S80°36'38"E	77.50'
L6	N73°33'22"E	115.80'
L7	N73°33'22"E	102.89'
L8	N73°33'22"E	86.56'
L9	N73°33'22"E	12.91'
L10	N73°33'22"E	29.24'
L11	N30°23'22"E	75.90'
L12	N68°13'22"E	22.10'
L13	S52°46'38"E	148.10'
L14	N65°43'22"E	126.90'
L15	N17°03'22"E	23.20'
L16	N58°03'22"E	187.59'
L17	N58°03'22"E	153.16'
L18	N58°03'22"E	118.72'
L19	S44°53'21"E	35.38'
L20	N45°59'57"E	34.81'
L21	N44°27'24"W	35.62'
L22	S44°52'07"E	35.36'

LOT AREAS

LOT	AREA	LOT	AREA
1	7812.85	16	10020.49
2	7200.00	17	9121.74
3	7200.00	18	8041.71
4	7200.00	19	10965.54
5	7200.00	20	18997.05
6	7200.00	21	8721.01
7	7200.00	22	8029.32
8	7200.00	23	8206.71
9	7200.00	24	8094.60
10	7200.00	25	8796.93
11	7200.00	26	10189.57
12	7200.65	27	12654.82
13	7452.63	28	17799.19
14	8627.60	29	25310.70
15	9939.09	30	30051.72

TRACT AREAS

TRACT	AREA
"A"	3.20 ACRES

SUBDIVIDER/OWNER

RIEDEL HOLDINGS, LLC

P.O. BOX 1649
SAN LUIS, AZ. 85349
(928) 627-9385

BASIS OF BEARING

THE SOUTH LINE OF THE SW 1/4 OF THE SECTION 6, T11S, R24W, NAMELY N 89°40'11" E AS SHOWN ON BARKLEY LOT SPLIT No. 3 RECORDED IN BOOK 27 OF PLATS PAGE 68, YUMA COUNTY RECORDER.

LEGEND

- CENTERLINE
- BOUNDARY LINE
- EXISTING LOTS
- ■ NEW STREET MONUMENT AS PER YUMA CITY STD. DETAIL No. 4-030
- ○ FOUND MONUMENT (TYPE AS SHOWN)
- ● SET 1/2" REBAR W/CAP LS 49335
- B.C. INDICATES BRASS CAP
- H.H. INDICATE HAND HOLE
- ((R1)) RECORDED INFORMATION PER BARKLEY LOT SPLIT No. 3 AS SHOWN IN BOOK 27 OF PLATS, PAGE 68 YUMA COUNTY RECORDS
- ((R2)) DATA REFER TO 110' U.S.B.R. EAST MAIN CANAL R.O.W. AS SHOWN ON R.O.W. MAP No. 35-303-646 RECORD @ YUMA COUNTY WATER USERS ASSOC.
- A.P.N. ASSESSOR PARCEL NUMBER
- (29) EXISTING NUMBER LOT

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (2) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22767
JUAN N. LOMELI
ARIZONA, U.S.A.

PRELIMINARY

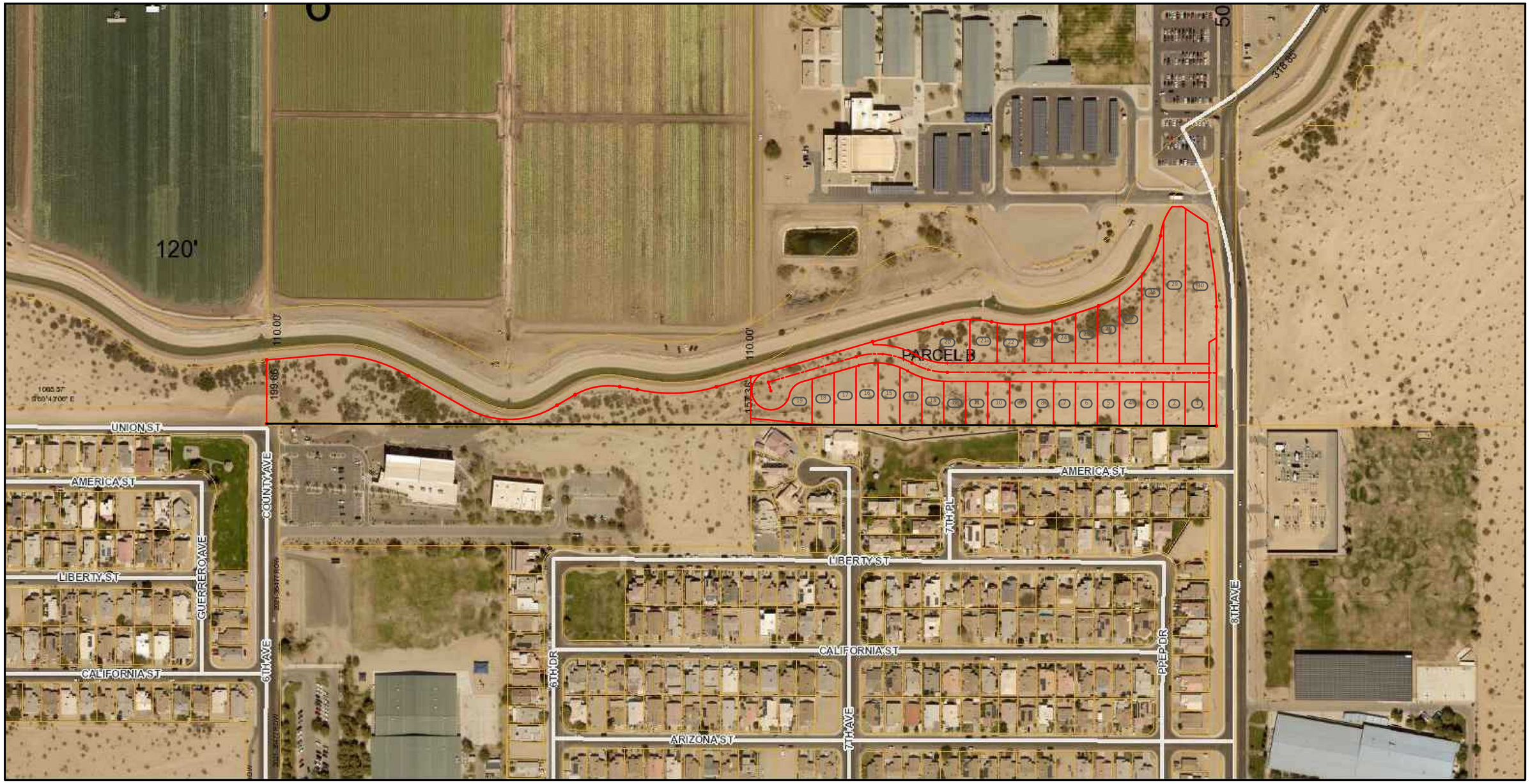
JUAN N. LOMELI R.L.S. No. 22767

PREPARED BY:

JOB# 17-025

Edais Engineering, Inc.
3075 S. AVENUE 4 E
YUMA, ARIZONA 85365
(928) 344-3566

SHEET 2 OF 2


120'
110.00'
110.00'
199.66'
157.36'
318.65'
PARCEL B
UNION ST
AMERICA ST
LIBERTY ST
CALIFORNIA ST
ARIZONA ST
COUNTY AVE
GUERRERO AVE
6TH AVE
6TH DR
7TH AVE
7TH PL
PEEP DR
8TH AVE

2020-24801 ORDINANCE
08/20/2020 10:07:49 AM Pages: 4 Fees: $15.00
Requested By:CITY OF SAN LUIS
Recorded By: cromero
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

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CAPTION HEADING:

Ordinance
Ordinance No. 400
To amend the Official Zoning Map of the city by changing the zoning classification of 15.1 acres Rural Area Residential (RA-10) to Medium Density Residential (R1-6).

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 400

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 15.1 ACRES RURAL AREA RESIDENTIAL (RA-10) TO MEDIUM DENSITY RESIDENTIAL (R1-6) FOR PROPERTY LOCATED WEST OF 8TH AVENUE BETWEEN BIENESTAR ESTATES NO. 5 SUBDIVISION AND THE EAST MAIN CANAL; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 15.1 acres of real property located on Assessor Parcel ID No. 776-09-003; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

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

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Rural Area Residential (RA-10) to Medium Density Residential (R1-6) of the property subject to the following conditions:

1. Rezoning is condition upon development of the land in a manner similar to the tentative lot layout submitted for this application.

2. A full length street shall be constructed between 6th Avenue and 8th Avenue as part of the development of this property.
3. A traffic study is required and the construction of any and all improvements as recommended by the said study, including but not limited to, possible contributions to future roadway improvements such as traffic signals and/or canal crossings along 6th Avenue and 8th Avenue.
4. Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
5. Grading and erosion control shall comply with the International Building Code standards for all aspects of the development including development of lots and the building of houses or other buildings.

Property more fully described as:

THE PARCEL B OF BARKLEY LOT SPLIT No. 3 AS RECORDED IN BOOK 27 OF PLATS, PAGES 68 YUMA COUNTY RECORDERS OFFICE. YUMA, COUNTY, AZ. AND BEING A PORTION OF THE N 12 OF THE SW 14 OF SECTION 6, T11S, R24W, G. & S. R. B. & M. YUMA COUNTY ARIZONA

SECTION 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

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

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 12th day of August, 2020.

Gerardo Sanchez, Mayor

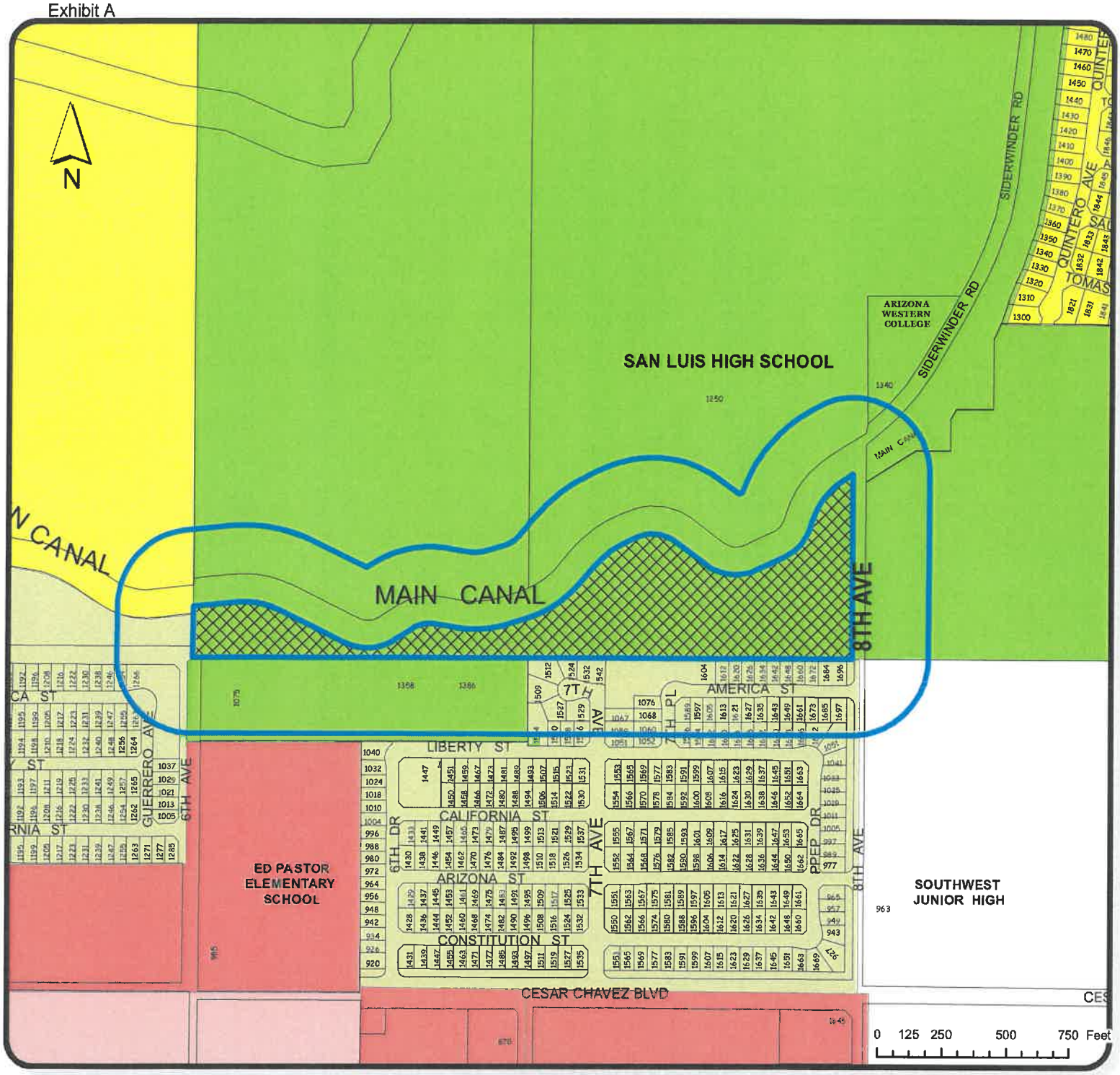
ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Exhibit A



LOCATION MAP

REZONING

LOCATION OF SUBJECT PROPERTY

PID: 776-09-003

300ft Notification Area

Zoning

MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
R-3
COMMERCIAL ZONING DISTRICTS
C-2
SINGLE RESIDENCE ZONING DISTRICTS
R1-6
RA-10

CASE #
2020-0277

DATE:
5/21/2020

PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
ROMAN PACHECO

APPROVED BY:
JOSE A. GUZMAN

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. H.**

Meeting Date: 08/09/2023

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

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

Action Requested: Motion
Ordinance

ITEM:

Discussion and possible action on any and all matters regarding Ordinance No. 444. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the San Luis City Code, making the Chief of Police a City Council-appointed position; repealing any conflicting provisions; and providing for severability. **(Kay Marion Macuil, City Attorney)**

A. Action on Ordinance No. 444 by title only
(City Clerk to read Ordinance No. 444 by title only)
B. Action on Ordinance No. 444

SUMMARY:

Before January 11, 2023, the City Code § 2.20.020 stated:

> "The Chief of Police shall be appointed by the City Manager, whose appointment shall be confirmed by the City Council, and shall serve at the pleasure of the City Manager on terms and conditions as may be approved by the City Council. The Chief of Police shall be subject to the direction of the City Manager."

On January 11, 2023, City Council passed Ordinance No. 434, which changed the City Code § 2.20.020 to be firmly in the classified service, and was amended to read:

> "The City Manager shall appoint the Chief of Police. The Chief of Police shall be a classified service status employee under the City of San Luis Personnel Policies subject to the direction of the City Manager."

This agenda item is to consider City Council appointing the Chief of Police to the list of other City Council-appointed officers.

RECOMMENDATION / SUGGESTED MOTION:

A. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 444 BY TITLE ONLY.
(CITY CLERK TO READ ORDINANCE NO. 444 BY TITLE ONLY)
B. I MOVE TO APPROVE ORDINANCE NO. 444.

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):

Under San Luis City Code § 2.20.030 City Council determines compensation for this position. This item changes the command structure but does not address the compensation.

Attachments

Ordinance No. 434

Ordinance No. 444

Ordinance

No. 434

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING SECTIONS OF CHAPTER 2.20 OF THE CITY CODE TO INCLUDE THE CHIEF OF POLICE IN THE CLASSIFIED SERVICE; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1: Chapter 2.20 of the City Code, titled, Police Department, is hereby amended by amending the following sections to read:

2.20.010 Created – Composition.

There is hereby established a Police Department. The Police Department shall be composed of a Chief and other personnel as authorized by Council.

2.20.020 Appointment of Officers.

The City Manager shall appoint the Chief of Police. The Chief of Police shall be a classified service status employee under the City of San Luis Personnel Policies subject to the direction of the City Manager.

2.20.030 Compensation of Officers.

The Chief of Police and the police officers of the City shall be compensated as determined by the Council.

Section 2: In the event of a conflict between the provisions of this ordinance and any other ordinance, code, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are repealed, superseded and replaced, and the provisions of this ordinance shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or by operation of law through controlling legislation, such decision or legislation shall not affect the validity of the remaining portions of this ordinance.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of January 2023.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 444

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE SAN LUIS CITY CODE, MAKING THE CHIEF OF POLICE A CITY COUNCIL-APPOINTED POSITION; REPEALONG ANY CONFILICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, under the City Code, key positions of City Council's trust and confidence serve at the pleasure of the City Council, specifically the City Manager, the City Attorney, and the Magistrate; and

WHEREAS, the Chief of Police is responsible for the Police Department to:
protect the residents,
enforce the law (including those passed by City Council), and
use its discretion wisely,
making the Chief of Police a key position of City Council's trust and confidence; and

WHEREAS, as elected officials, the City Council Members are the link between the people residing in San Luis and their city government; and

WHEREAS, because the Chief manages a department with high visibility and close contact with the city populace, the Chief of Police position would benefit from City Council's direct direction and vision due to the Council Members' close link to the city's residents and their concerns; and

WHEREAS, for the above reasons, the City Council desires to bring the position of the Chief of Police under its direct control as a matter of policy;

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

Section 1: Section 2.20.020 of the San Luis City Code ("SLCC") is amended:

2.20.020 Appointment of Officers.

The City Council shall appoint the Chief of Police, who shall serve at the pleasure of the Council, but subject to SLCC 2.15.240 regarding City Council-created officers being bonded.

Section 2: Section 2.15.010 of the SLCC is amended:

2.15.010 Officers.

City Council created the offices of City Manager, City Attorney, City Magistrate, and Chief of Police, which officers shall serve at the pleasure of the City Council, but subject to SLCC 2.15.240 regarding City Council-created officers being bonded.

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

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

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of August 2023.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney